



**REVISED City Council Regular Business Meeting Agenda**  
**Thursday, June 18, 2015, 6:00 p.m.**

COUNCIL MEETINGS  
City Hall  
Council Chambers  
1<sup>st</sup> and 3<sup>rd</sup>  
Thursdays at  
6:00 P.M.

Tom Phillips  
Mayor

Council Members:  
Eric Delker  
Tom Greteman  
Erika Isley  
Kyle Jackson  
Jaki Livingston

Marketa Oliver  
City Manager

Vacant  
Finance Director

Jodi Eddleman  
City Clerk

Dustin Huston  
Fire Chief

Greg Staples  
Police Chief

Tim Hoskins  
Public Works Director

Nancy Kuehl  
Parks & Recreation  
Director

Wade Wagoner  
Planning and  
Economic  
Development Director

Holly Sealine  
Library Director

Jim Dougherty  
City Attorney

1. Call to order at 6:00 p.m.
2. Approval of agenda.
3. Presentation(s) – Introduction of Officer Dunlop and new Parks Employee, Jeff George.
4. Welcome of guests and public comment.  
(3 minute limit, no action)
5. Approve minutes –  
June 4, 2015 regular council meeting.
6. Consent agenda.
  - a) Expenditures.
  - b) Tax abatements.
  - c) Cigarette permit renewals(s) – Casey's #2568 & #3422, Dollar General, Fareway, Git N Go, Kum & Go's #28 & #240, Scott's and Warrior Run.
  - d) Liquor license(s) – Party Before the Works (chamber event on July 3, 2015).
  - e) Block Parties – 1000 block of Rolling Hills Ct on June 20, 2015 and 2600 block of Vista Court on July 17, 2015.
  - f) Appointment of Elizabeth Thompson to the Norwalk Easter Public Library Board of Trustees; re-appointment of Chad Stevens to the Board of Adjustment and re-appointment of Jim Huse and Robin Wagner to the Planning and Zoning Commission.
  - g) Receive and file bid for salt.
  - h) Receive and file monthly department reports and treasurer's report.
7. Public Hearing regarding zoning amendment request at 8288 Adams Street.
8. Consideration of the first, of three readings, of proposed ordinance amending the official zoning map of the City of Norwalk, Iowa, by rezoning property located at 8288 Adams Street from A-R, Agricultural Reserve, to RE-1, Rural Estates Residential.

9. Public Hearing regarding zoning amendment request for the southern portion of the Old School Site.
10. Consideration of the first, of three, readings of proposed ordinance amending the official zoning map of the City of Norwalk, Iowa, by rezoning property at the Old School Site from R-1, Single Family Residential, to R-2, One and Two-family Residential.
11. Consideration of proposed resolution approving the Village on the Ridge Preliminary Plat.
12. Consideration of proposed resolution setting the date for additional action on proposal to enter into General Obligation Library Improvement Loan Agreement and to borrow money thereunder.
13. Consideration of proposed resolution ordering construction of certain public improvements, approving preliminary plans and fixing date for hearing thereon (7/16/15) and taking bids therefore (7/9/15) for improvements known as the Norwalk Public Library Roof Replacement.
14. Consideration of proposed resolution establishing the placement of a persons with disabilities on street parking space in the 800 block of Main Street.
15. Consideration of proposed resolution approving a supplemental 28E agreement with the Iowa Department of Transportation for snow removal on 18 lane miles of Highway 28.
16. Consideration of proposed resolution adopting a Capital Improvement Project policy. ("Change Order policy" tabled 6/4/15)
17. Consideration of proposed resolution approving an updated 28E for mutual aid assistance for Polk County Fire/Rescue services.
18. Discussion item related to a possible, future noise ordinance.
19. Update regarding NCIS project.
20. Council Inquiries and staff updates.
21. Adjournment.

MINUTES OF THE REGULAR NORWALK CITY COUNCIL MEETING ON 6-04-15  
(abridged for publication)

Mayor Phillips called the City Council meeting to order at 6:02 p.m. Present at roll call: Erika Isley, Kyle Jackson, Tom Greteman and Jaki Livingston. Absent: Eric Delker. (RC = roll call vote)

Mayor Phillips noted that the council is requesting discussion only for proposed food truck ordinance, no action.

15-092 Jackson moved, Isley seconded to approve the **agenda** as amended. Voice vote carried unanimously.

15-093 Isley moved, Livingston seconded to approve **minutes** of May 21<sup>st</sup> regular council meeting. Voice vote carried unanimously.

Consent included **tax abatement** applications; **street closures** for Lakewood Days on June 20, and the parade, fireworks display and park activities on July 4; **block parties** at 600 block of Tangelo Circle on July 11, and 1300 block of Hunter Drive on June 13; and **expenditures**:

A+ LAWN	EQUIPMENT	187.63	KOCH BROTHERS	COPIER CONTRACT	6,399.49
ACME ELECTRIC	EQUIPMENT	86.62	KUEHL, NANCY	REIM SUPP	24.34
ACQUIRE MAGAZINE	ADVERTISING	475.00	LASER RESOURCES	MAINT COPIER	500.05
AIA CORPORATION	CLOTHING ALLOW	53.75	LEHMER, GARY	WATER CERT	60.00
ALEX LANDGREBE	REIMBURSE	25.00	MCCLURE ENG	NCIS IMPROVE	10,400.00
ALL IOWA POOL	CHEMICALS	446.89	MEDIACOM	TELECOM	157.40
BARCO MUNICIPAL	BARRICADES	664.61	MENARDS	SUPPLIES	133.15
BARRACUDA	SPAM FIREWALL	499.00	MWA	LARGE ITEM	0.00
BEDWELL GARDENS	SUPPLIES	4,008.50	MICHELLE KOPP	REFUND	46.00
CAPITAL SANITARY	SUPPLIES	692.47	MIKE MYERS	NUISANCE	720.00
CONCENTRA MED	TESTING	82.00	MPS ENGINEERS PC	ENG HOLLY DR	439,673.68
CONTROLLED ACCESS	SERVICE CALL	205.08	NORTH WARREN	ORD 1503	193.69
DEBBIE WHITE	REFUND	25.00	NORWALK SCHOOLS	SHARED SERV	25,000.00
DELAGE LANDEN	LEASE AGREEMENT	527.02	NORWALK FIRE DEPT	CPR CARDS	70.00
DORSEY & WHITNEY	LEGAL SERVICES	0.00	PEPSI-COLA	CONCESSIONS	1,020.90
ELECTRIC PUMP	EQUIPMENT	350.00	PITNEY BOWES	LEASE	735.00
EMILY STEVENS	REFUND	39.50	ROCK N ROLLOF	30 YD DUMPSTER	348.00
FED EX	MAILING	5.63	SETH ZRUCKY	IDNR CERT	120.00
HEARTLAND TECH	LIBRARY WIRELESS	994.00	SHIVE HATTERY INC	CEDAR STREET	5,150.61
ILLINOIS FIRE STORE	C IMPROVEMENTS	1,421.18	SPRINGER PEST	PEST CONTROL	68.00
INDIANOLA FIRE DEPT	BILLING	1,995.00	STANDRIDGE	LOGO	204.00
INDOFF INC	SUPPLIES	312.33	DES MOINES REGISTER	SUBSCRIPTION	31.00
IA DEPT OF PUB SAFETY	ONLINE WARRANTS	1,391.52	TK CONCRETE	WAKONDA DR	81,393.85
IOWA DNR FORESTRY	TREES	414.80	UNITY POINT	HEARING TESTS	242.80
IOWA ONE CALL	ONE CALL LOCATES	496.10	UTILITY EQUIP	SUPPLIES	223.00
JAMES OIL CO	DIESEL	7,338.00	V&K	NW AREA SEWER	18,614.02
JENNIFER MILLARD	REFUND	25.00	VOORHEES TAEK	TAEKWONDO	483.00
JEREMY BAKER	REIM/TRNG	9.54	WARREN WATER	7986 S ORILLA	1,428.00
JUSTIN VOS	REFUND	25.00	WINNERS CIRCLE	PLAQUE	40.00
KABEL BUS	HRA	3,685.21			

15-094 Livingston moved, Greteman seconded to approve consent, RC passed unanimously.

15-095 Jackson moved, Isley seconded to adopt **Resolution No. 0604-15-049** approving an engineering agreement for the Center Street 2015 distribution system upgrades, RC passed unanimously.

15-096 Livingston moved, Greteman seconded to table the proposed ordinance related to **outdoor consumption** of alcoholic beverages, RC passed unanimously.

15-097 Motion by Livingston, seconded by Greteman to pass the first, of three, readings of the proposed ordinance amending Chapter 160 Residential Code of the Code of Ordinances for the City of Norwalk, Iowa, by adopting the **2012 International Residential Code with amendments**, RC passed unanimously.

15-098 Motion by Greteman, seconded by Jackson to table the resolution adopting a **change order policy**, RC passed unanimously.

15-099 Motion by Jackson, seconded by Greteman to approve **Resolution No. 0604-15-050** adopting National Interoperability Channels as set forth by Polk County Joint E911 Service Board and appointing representatives of the board, RC passed unanimously.

15-100 Motion by Isley, seconded by Jackson to pass the second, of three, readings of proposed ordinance amending the **Dobson Planned Unit Development**, RC passed unanimously.

15-101 Motion by Livingston, seconded by Greteman to waive the 3<sup>rd</sup>, and final, reading of **Ordinance 15-05** amending the Dobson Planned Unit Development, RC passed unanimously.

15-102 Jackson moved, Livingston seconded to **adjourn** meeting at 7:32 p.m. Voice vote carried unanimously.

\_\_\_\_\_  
Tom Phillips, Mayor

Attest:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

MINUTES OF THE REGULAR NORWALK CITY COUNCIL MEETING ON 6-04-15  
(unabridged version)

Mayor Phillips called the City Council meeting to order at 6:02 p.m. Present at roll call: Erika Isley, Kyle Jackson, Tom Greteman and Jaki Livingston. Absent: Eric Delker. (RC = roll call vote)

Staff present included: Marketa Oliver, City Manager; Jodi Eddleman, City Clerk; Tim Hoskins, Public Works Director; Jonathan Lund, Fire Captain; Nancy Kuehl, Parks and Recreation Director; Holly Sealine, Library Director; Greg Staples, Police Chief; Wade Wagoner, Planning and Economic Development Director and Luke Parris, City Planner.

Mayor Phillips noted that staff is requesting discussion only for the proposed food truck ordinance so, the action portion of the agenda item is stricken.

15-092 Jackson moved, Isley seconded to approve the **agenda** as amended. Voice vote carried unanimously.

**Presentation(s)**  
There were none.

**Welcome of Guests and Public Comment**  
Dave Hixenbaugh, 4903 Lakewood Drive, voiced concerns over large pot hole on Ponderosa and asked the Public Works department to take a look at it and repair it. He added that Public Works did a great job of patching the corner last year.

Joe Villines, 2218 Avery Avenue, is committee chair of the Community Cares community garden project. He thinks it is a good plan to allow chickens and does not believe neighbors should have to be petitioned for permission. He thinks it is a public health issue and aids in children's education. Producing your own food on your own property reconnects people with their roots and their families. It helps kids understand where food comes from. Neighborhood covenants should govern backyard chickens, not an ordinance. He is happy to share research he has with council and staff.

15-093 Isley moved, Livingston seconded to approve **minutes** of May 21<sup>st</sup> regular council meeting. Voice vote carried unanimously.

Consent included **tax abatement** applications; **street closures** for Lakewood Days on June 20, and the parade, fireworks display and park activities on July 4; **block parties** at 600 block of Tangelo Circle on July 11 and 1300 block of Hunter Drive on June 13; and **expenditures**:

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JUSTIN VOS	REFUND	25.00	WINNERS CIRCLE	PLAQUE	40.00
KABEL BUS	HRA	3,685.21			

15-094 Livingston moved, Greteman seconded to approve **consent** agenda, RC passed unanimously.

### **Engineering Agreement Cedar Street 2015 Distribution System Upgrades**

Hoskins stated this resolution would enter the city into an engineering agreement with Veenstra & Kimm (V&K) for water system upgrades (Cedar Street 2015 distribution system upgrades) and would assist the proposed development on the site of the old high school. There are a number of lines on the south side of town that are made from a subpar material identified as "transite" and are too small, limiting the ability to provide adequate fire protection. Upgrading these lines will assist with water flow in this area.

Greteman asked if the city had an engineer on staff, would that person be reviewing these upgrades. Hoskins responded probably not, that would require a significant amount of support staff. Greteman asked how the city manages what is under the general agreement versus projects. Hoskins said the scope of services for the city engineer is primarily for review of plats and submittals and development issues like that. It is also to give advice on issues that come up that involve engineering. It does not address specific projects. It was very clear in the agreement that V & K does not have to provide all of the engineering services for the city. For example, a different engineer has been contracted for the Cedar Street Extension.

Livingston asked if there is a conflict with V&K designing public infrastructure and then giving advice on the development that occurs there. It seems like they are reviewing their own work. Jackson stated that they are not reviewing for the developer they are reviewing for the city.

Greteman would like to know what we are paying for engineering. Jackson said that under the general agreement, we pay them by the hour. We do not pay them a certain amount each month; there is no retainer type relationship.

Hoskins said it does not put us in the position of conflict because when they review a plat, that is entirely independent of work they do for the city. Livingston understands that but this property will eventually be platted. Hoskins said that is true, but V&K is not doing any work on the site; they are only doing the public infrastructure leading to the site.

Greteman stated that the city should consider having an engineer on staff who could review plats and documents. Hoskins said if the city hired an engineer to do that work it would be more expensive than outsourcing it. The city would also have to hire support staff including surveyors and extra equipment would be needed. A number of communities will make that jump when their population reaches around 15,000 to 18,000. Greteman would not want a city engineer to do this project, but an engineer on staff who just reviewed plats and documents from other engineers, for development purposes.

Oliver responded that staff will provide information regarding the amounts paid to V&K on all of the different projects, including those charges that are passed through to developers for development review. Jackson agreed that it is a good idea to review engineering fees.

Isley asked if any of the residents will be assessed for this project and Hoskins said no.

15-095 Jackson moved, Isley seconded to adopt **Resolution No. 0604-15-049** approving an engineering agreement with V & K in an amount not to exceed \$54,900 for the Center Street 2015 distribution system upgrades, RC passed unanimously.

### **Outdoor Consumption of Alcoholic Beverages**

Chief Staples presented to the council. There is an establishment within city limits where the patrons are drinking in the parking lot. Council directed staff to draft an ordinance. The city looked at the state codes; the code did not prevent that activity. The city could also lobby legislators to change the law.

Staples indicated that the city would be the first in the state to adopt this type of ordinance. The police department is working with the business owner to keep people away from the road.

Staples said the draft is considering all types of establishments. In developing the ordinance, staff tried to take into consideration all types of future establishments. Livingston asked for examples of what "special events with appropriate permits" that was noted in the ordinance meant. Staples said an example would be a wedding reception that would have a permit for a particular day or a special event with a short-term Alcoholic Beverages Division license, or Party Before the Works.

Greteman asked if the ordinance would apply to Lakewood Days and Staples said that is different because there are no alcohol sales.

Greteman said the city could petition the legislature to change the law however, alcohol laws are the providence of the state and the state legislature. Greteman mentioned that it is possible a business could open in the next six months and they would be precluded from doing what they want because of this ordinance.

Livingston asked if the proprietor could enforce the limits where alcohol can be. Dougherty said that the city could enforce on the individual who potentially could wander into the right-of-way.

Staples said he has spoken with the proprietor who does not want people drinking in the parking lot. Jackson said when their license comes up for renewal; council can consider the history and check for any violations. Livingston said council can look at the proprietor's response to any incidents that occurred.

Dougherty recommends finding out exactly where the right-of-way and problem area begin and end. It would be a good idea to send a city official out to advise the property owner where that line is.

Lou Lane, 2407 North Avenue, suggested the city send a letter stating that the city would issue a ticket to any patron drinking outside and that the business should establish a beer garden on the side of the building. Phillips said after the conversation with the Chief, the property owner has added some fencing back there.

Staples said the more we can do to keep people away from the street, the better. The owner has already taken some steps to try to address it.

Isley said she appreciates Staples' work on this. Staples is hopeful that the business across the street in West Des Moines and the Norwalk business do not have cross pollination. Isley said she does not think that the property owner has severely restricted the flow of people and asked Staples to look at it again.

15-096 Livingston moved, Greteman seconded to **table** the proposed ordinance related to outdoor consumption of alcoholic beverages, RC passed unanimously.

### **Food Trucks Discussion**

The city is considering an ordinance that would address the issue of food trucks within the city limits. Currently the city has a code section that addresses door to door peddlers and transient merchants. The city requires a small bond to be paid when the license is issued by the police department.

Dougherty believes the city will see more food trucks in town, as the trucks become more popular and bleed over from neighboring cities.

Greteman asked if staff had looked at the City of Des Moines ordinance. Dougherty said that what has been drafted is similar to the Des Moines' ordinance. Greteman believes there should be a differentiation between selling prepared/packaged food and freshly made food. He would also like charities or public institutions to be exempt. He believes that the food trucks should not be allowed in residential areas or within a certain perimeter of a restaurant.

Jackson suggested looking at West Des Moines ordinance or other suburbs instead of Des Moines'.

Lou Lane, 2407 North Avenue, said "residential" and "commercial" are gray areas. There are so many businesses that are run out of homes.

Livingston said that special events would need to be considered. Isley said there do need to be parameters. She wants to promote businesses, but not end up with a traveling truck stop. The city should be mindful of existing businesses.

Council directed staff to identify and define the difference between mobile food vendors such as Schwans and the ice-cream truck and food vendors who would set up in designated areas.

### **International Residential Code with Amendments**

Captain John Lund, addressed the council. This ordinance is intended to clarify what counts towards the square footage when calculating totals to be included for determining whether a townhouse is required to have sprinklers.

Many suburbs have adopted residential sprinkler ordinances based on their staffing levels. Greteman asked if this same ordinance exists throughout the metro. Lund said yes, to varying degrees. Greteman asked if 8,000 square feet is fairly standard. Lund said in the northern suburbs it is 6,000 square feet and in Des Moines it is 18,000 square feet.

Jackson confirmed that the city has already adopted an 8,000 square feet requirement and is now amending ordinance to clarifying how square footage is measured. Oliver said that is correct.

Dougherty stated that it should be clear the ordinance revision states the entire building, but it should further state that the definition be inclusive of the building that houses all of the townhouses, not just an individual townhouse.

Greteman directed staff that the revision should be made before passing the second reading of the ordinance.

15-097 Motion by Livingston, seconded by Greteman to pass the **first, of three, readings** of the proposed ordinance amending Chapter 160 Residential Code of the Code of Ordinances for the City of Norwalk, Iowa, adopting the 2012 International Residential Code with amendments, RC passed unanimously.

#### **Change Order Policy**

Hoskins said the city could be faced with a potential threat to a project whenever a change order request would need to be made quickly on larger construction projects. Isley asked for the definition of "imminent" and "time sensitive." Livingston asked for the definition of "capital projects" and "staff."

Hoskins said this is just a process for staff to go through. If there were a request, the change order application would go through each step and be ratified by the council at the following meeting.

Isley would like "larger capital projects" better defined. Jackson supports the idea, but would like some redrafting with specific numbers in it.

15-098 Motion by Greteman, seconded by Jackson to **table** the proposed resolution adopting a change order policy, RC passed unanimously.

#### **Joint E911 Service Board**

Lund indicated that this is a resolution effectively ratifying practices already in place. This would have Chief Huston be the main designee to the Polk County E911 board and Chief Staples as the alternate.

15-099 Motion by Jackson, seconded by Greteman approving **Resolution No. 0604-15-050** adopting National Interoperability Channels as set forth by Polk County Joint E911 Service Board and appointing representatives of the board, RC passed unanimously.

#### **Dobson Planned Unit Development**

Phillips noted this was removed from the consent agenda because of a slight change that excluded some uses from the C2 district.

15-100 Motion by Isley, seconded by Jackson to pass the **second, of three, readings** of proposed ordinance amending the Dobson Planned Unit Development, RC passed unanimously.

15-101 Motion by Livingston, seconded by Greteman to waive the 3<sup>rd</sup>, and final, reading of **Ordinance 15-05** amending the Dobson Planned Unit Development, RC passed unanimously.

#### **Library Roof Funding Discussion**

Greteman asked if there are any alternatives to fund this other than a storm water loan to the library. Oliver explained there is currently a short-term loan for the ambulance that will roll off of debt service levy after the current fiscal year and the city could effectively do the same thing for the library. That would be Option 1.

Option 2 would be an internal loan from storm water that would simply be paid back by the general fund instead of by the library.

Greteman asked if a General Obligation bond was an option and Oliver said yes. She explained that she did not offer that as a preferred option because of the costs associated with issuance and for such a small amount, it is not very cost-effective.

Isley is not in favor of forgiving \$200,000. Greteman is personally in favor of the library not having to pay for its own roof. It is a city building.

Livingston asked if council would go with Option 1, the bottom line is that it does not come out of the library budget for the next 20 years; the city does not put them in any worse position but the general fund does not receive any relief. Oliver said that is correct.



Isley said the library has full powers on how the library money is spent and should have managed that better.

Greteman stated that the library board did not build the building; it is a city building, built under a general obligation bond. The city paid that out of debt service levy. Greteman believes the city would not make the police department pay a bond form the police budget.

Jackson stated that there is a difference between the operation and the capital. It was never preferential to do it this way. Staff has developed a way of fixing it without taking money from the general fund.

Sealine said they have raised \$8,400 towards replacing the roof. Isley said replacing the roof should be a priority this year, but so is the pool and the fire department and so on. Greteman said there is potential for significant damage to the building.

Isley asked if Greteman would accept Option 1 but fund only half the amount. Livingston stated that she would not. Livingston would like to direct staff to come back with a resolution of necessity. The Council will have an opportunity for further discussion and the public will have an opportunity to speak.

Oliver suggested we would also need to revisit the Library's budget then and Livingston said yes.

Greteman asked to bring the statement of necessity forward. Oliver said she will add it to a future Council agenda.

**NCIS project**

Hoskins said the construction on Holly has slowed down significantly in part because of the weather and in part because of the proximity of the depth of the service line.

Happy Hollow sidewalks are nearing completion, with the exception for the relocation of fire hydrants and a utility box.

**Reports**

Staples said the Police Association is sponsoring food at Lunch in the Park at City Park this summer. He is approximately half finished with the Cops grant application. A new Officer was hired on Monday and he will bring her in during the next meeting. She is scheduled to start the academy on August 24<sup>th</sup>.

Kuehl said that one of three pools opened today. It maintained throughout the day. Staff drained down the plunge pool and put in new hydrostatic valves. She will update council to let them know if it is a control or probe that is bad. She needs a new pool. There is a large tournament this weekend at the sports complex, involving 320 teams at 10 different sites in the metro area.

Sealine thanked Council for the support on the roof project.

Greteman would like an update on the Welcome to Norwalk sign.

Livingston said the Superstars recital is this weekend.

Mayor Phillips mentioned that Community Chat is this Saturday, June 6<sup>th</sup>, and the Soap Box Derby is Saturday, June 13<sup>th</sup>.

Hoskins said we plan to rip out and replace a section of Ponderosa but need to wait for the NCIS work on Wakonda to be further along to not mess up anyone's commute.

15-102 Jackson moved, Livingston seconded to **adjourn** meeting at 7:32 p.m. Voice vote carried unanimously.

Attest:

\_\_\_\_\_  
Tom Phillips, Mayor

\_\_\_\_\_  
Jodi Eddleman, City Clerk



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6  
For Meeting of 6.18.2015

**ITEM TITLE:** Consent Agenda

**CONTACT PERSON:** Marketa George Oliver, City Manager

**Expenditures**

This item is on the agenda for the approval of payment per the attached claims list.

**Tax abatements**

The following tax abatement applications were submitted for approval; the paperwork is in order and I recommend approval for further processing.

Hubbell Homes, LC	629 Newport Pl	New SFR	\$196,165
Hubbell Homes, LC	630 Newport Pl	New SFR	\$183,999
Hubbell Homes, LC	633 Newport Pl	New SFR	\$195,878
Hubbell Homes, LC	634 Newport Pl	New SFR	\$184,170
Hubbell Homes, LC	637 Newport Pl	New SFR	\$195,878
Hubbell Homes, LC	638 Newport Pl	New SFR	\$184,170
Hubbell Homes, LC	641 Newport Pl	New SFR	\$195,878
Hubbell Homes, LC	642 Newport Pl	New SFR	\$183,999
Hubbell Homes, LC	645 Newport Pl	New SFR	\$195,878
Hubbell Homes, LC	3135 Prairie Rose Dr	New SFR	\$462,326

**Cigarette permit renewals**

The following applications are on the agenda for council approval; the paperwork has been submitted to the State of Iowa and I recommend approval.

Casey's #2568 & #3422	Kum & Go's #28 & #240
Dollar General	Scott's Foods
Fareway	Warrior Run
Git N Go	

**Liquor license**

This item is on the agenda for approval per the attached request.

Party Before the Works (chamber event on July 3, 2015).

**Block Parties**

The following block party applications were submitted for approval; the paperwork has been distributed, is in order and I recommend approval.

1000 block of Rolling Hills Ct	June 20, 2015
2600 block of Vista Ct	July 17, 2015

**Appointment(s)**

The below recommendations have been received from the associated boards and commissions.

Elizabeth Thompson, appointment	Norwalk Easter Public Library Board of Trustees
Chad Stevens, re-appointment	Board of Adjustment
Jim Huse, re-appointment	Planning and Zoning Commission
Robin Wagner, re-appointment	Planning and Zoning Commission

**Receive and file**

The attached reports are submitted for informational purposes.

Monthly department reports and the treasurer's report.

(Fire and Library have not yet submitted May reports)

\_\_\_\_ Resolution \_\_\_\_ Ordinance \_\_\_\_ Contract \_\_\_\_ Other (Specify) \_\_\_\_\_

Funding Source: \_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_



Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** Approve consent agenda on a roll call vote.

### Liquor license summary for June 18 council meeting

Business Name:	Norwalk Area Chamber of Commerce - Party Before the Works
Business Address:	1043 Sunset Drive
Location:	340 Wright Road Norwalk Iowa
License Number:	
Type of License:	Class B (BB) (Includes Wine Coolers) Outdoor Service
Type of Request:	New
Dates:	07/03/2015
Sketch on file	x
Lease, Final Sales Contract or Warranty deed on file	x
Premises Address correct	x
Notarized Statement	x
Premise zoned correctly	x
Dram Shop: provided by applicants insurance company.	x
Police background check run:	
City Clerks office:	x

cc: Chief Staples  
cc: Jamie Loffredo

City Clerks office requires  
Lease agreement/contract

Sketch/drawing of premises  
Notarized Statement  
Dram Shop: provided by applicants insurance company.  
Zoning: Development office



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6f  
For Meeting of 6.18.2015

**ITEM TITLE:** Re-appointment to the Planning & Zoning Commission

**CONTACT PERSON:** Luke Parris, City Planner

**SUMMARY EXPLANATION**

Robin Wagner and Jim Huse have both indicated their desire to serve another term on the Planning & Zoning Commission. Both members have been assets to the group and it is my recommendation that council approve another term for both individuals.

\_\_\_\_ Resolution \_\_\_\_ Ordinance \_\_\_\_ Contract \_\_\_\_ Other (Specify) \_\_\_\_ consent \_\_\_\_

Funding Source: \_\_\_\_ N/A \_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_  
Marketa Oliver, City Manager

**STAFF RECOMMENDATION:**

Staff recommends approval

Elizabeth Thompson  
1421 E. 13<sup>th</sup> St.  
Norwalk, IA 50211  
515-240-4767

May 24, 2014

Holly Sealine, Library Director  
Norwalk Easter Public Library  
1051 North Avenue  
Norwalk, Iowa 50211

Dear Ms. Sealine and City Council Members,

I am interested in becoming a member of the Norwalk Easter Public Library board of trustees and ask that you consider me for the open position. I have been a Norwalk resident for over eight years, and now with three young children, I am especially eager to become further involved in my community's future.

As a member of the Norwalk community, I would like to offer my time, skills, and opinions in shaping the future of the library. Most recently, I was on both the Infrastructure and Public Safety committees with the City of Norwalk, as well as the Preschool SIAC committee for the last three school years. While participating within the committees, I discovered that I truly enjoy offering my thoughts and views as to the future of our growing city.

My family and I are also frequent patrons of the Norwalk Easter Public Library. We have books and DVDS checked out on a continuous basis most weeks of the year, and we utilize many of the programs offered by the library, such as the summer reading program (for myself and children), Tiny Tots Music Class, and the visit from Santa in December, just to name a few.

My participation in past Norwalk committees has piqued my interest in serving further, and as a regular patron of our great library, it would be a privilege to help shape the future of the Norwalk Easter Public Library and I ask for your consideration for this position.

Sincerely,

Elizabeth Thompson



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6f  
For Meeting of 6.18.2015

**ITEM TITLE:** Re-appointment to the Board of Adjustment

**CONTACT PERSON:** Luke Parris, City Planner

**SUMMARY EXPLANATION**

Chad Stevens indicated his desire to serve another term on the Board of Adjustment. Mr. Stevens is an asset to the board and it is my recommendation that council approve another term.

\_\_\_\_Resolution \_\_\_\_Ordinance \_\_\_\_Contract \_\_\_\_Other (Specify) Consent\_\_\_\_

Funding Source: NA\_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_  
City Manager

**STAFF RECOMMENDATION:**  
Staff recommends approval


SALT BID - 2015-16  
ROCK SALT FOR ICE CONTROL  
CITY OF WEST DES MOINES/VARIOUS AGENCIES  
DEPARTMENT OF PUBLIC WORKS

	Bid Option 1 Post Season Estimated Tonnage	Bid Option 1 Post Season Cost/Ton							Bid Option 1 Post Season Pre-Treated Cost/Ton							Bid Option 2 Pre-Season Estimated Tonnage	Bid Option 2 Pre-Season Cost/Ton							Bid Option 2 Pre Season Pre-Treated Cost/Ton							Bid Option 3 Regional Salt Storage Facility
Entity																															
	Bidders:	Hutchin- son	Enviro- tech	Independ- ent Salt	Compass Minerals of Amer.	Central Salt	Cargill	Morton Salt	Hutchin-son	Enviro- tech	Independ- ent Salt	Compass Minerals of Amer.	Central Salt	Cargill	Morton Salt		Hutchin-son	Enviro- tech	Independ- ent Salt	Compass Minerals of Amer.	Central Salt	Cargill	Morton Salt	Hutchin- son	Enviro- tech	Independ- ent Salt	Compass Minerals of Amer.	Central Salt	Cargill	Morton Salt	Estimated Tonnage See (1) Pricing Below
City of Adel P. O. Box 248 208 N. 5th Street Adel, IA 50003	150	No bid	No bid	\$74.90	\$ 97.53	\$68.00	No bid	No bid	No bid	No bid	No bid	No bid	\$93.00	No bid	No bid																
City of Ankeny Public Works Department 715 SW 3rd Street Ankeny, Iowa 50021	1,500	No bid	No bid	\$69.06	\$93.07	\$66.03	No bid	No bid	No bid	No bid	No bid	No bid	\$91.03	No bid	No bid																
City of Bondurant 306 1st Street Bondurant, IA 50035	100	No bid	No bid	\$71.85	\$92.82	\$68.00	No bid	No bid	No bid	No bid	No bid	No bid	\$93.00	No bid	No bid																
City of Carlisle 195 N. 1st Street Carlisle, Iowa 50047	50	No bid	No bid	\$73.15	\$93.07	\$67.97	No bid	No bid	No bid	No bid	No bid	No bid	\$92.97	No bid	No bid	100	No bid	No bid	\$73.15	\$93.07	\$67.07	No bid	No bid	No bid	No bid	No bid	\$92.07	No bid	No bid	No bid	
City of Clive Public Works Department 9289 University Blvd. Clive, Iowa 50053																600	No bid	No bid	\$71..76	\$93.07	\$67.07	No bid	No bid	No bid	No bid	No bid	\$92.07	No bid	No bid	No bid	
Dallas County Engineers Office 2340 250th Street Adel, Iowa 50003	1,500	No bid	No bid	\$73.80	\$97.53	\$67.97	No bid	No bid	No bid	No bid	No bid	No bid	\$92.97	No bid	No bid																
City of Des Moines 216 SE 5th Street Des Moines, Iowa 50309																														7,000	
City of Grimes 900 N. Main Street Grimes, Iowa 50111																														200	
City of Indianola Public Works Department 706 N. 6th Street Indianola, Iowa 50125	150	No bid	No bid	\$68.07	\$93.07	\$67.07	No bid	No bid	No bid	No bid	No bid	No bid	\$92.07	No bid	No bid	75	No bid	No bid	\$68.07	\$93.07	\$67.07	No bid	No bid	No bid	No bid	No bid	\$92.07	No bid	No bid	No bid	
City of Johnston Public Works Department 6400 NW Beaver Drive Johnston, Iowa 50131																1,200	No bid	No bid	\$71..50	\$93.07	\$63.87	No bid	No bid	No bid	No bid	No bid	\$88.87	No bid	No bid	No bid	
City of Knoxville Public Works Department 305 S. 3rd Street Knoxville, Iowa 50138																300	\$76.99	No bid	\$67.94	\$91.06	\$65.07	No bid	No bid	No bid	No bid	No bid	\$90.07	No bid	No bid	No bid	
Madison County 1105 E Court Avenue Winterset, Iowa 50273	300	\$76.99	No bid	No bid	\$98.73	\$69.17	No bid	No bid	No bid	No bid	No bid	No bid	\$94.17	No bid	No bid																
Marion County Engineers Office 402 Willetts Drive Knoxville, Iowa 50138	500	\$76.99	No bid	\$67.94	\$91.06	\$68.13	No bid	No bid	No bid	No bid	No bid	No bid	\$93.13	No bid	No bid	250	No bid	No bid	\$67.94	\$91.06	\$65.91	No bid	No bid	No bid	No bid	No bid	\$90.91	No bid	No bid	No bid	
City of Mitchellville 201 Cotton Ave. Mitchellville, IA 50169																30	No bid	No bid	\$74.86	\$91.49	\$67.09	No bid	No bid	No bid	No bid	\$92.09	No bid	No bid	No bid		
City of Newton Public Works Department 1700 N. 4th Avenue West Newton, Iowa 50208-1926	1,000	No bid	No bid	\$73.74	\$88.76	\$66.07	No bid	No bid	No bid	No bid	No bid	No bid	\$91.07	No bid	No bid																
City of Norwalk 705 North Avenue Norwalk, Iowa 50021																500	No bid	No bid	\$73.43	\$93.07	\$63.17	No bid	No bid	No bid	No bid	No bid	\$88.17	No bid	No bid	No bid	
City of Pella Public Works Department 100 Truman Road Pella, Iowa 50219	200	No bid	No bid	No bid	\$88.76	\$68.37	No bid	No bid	No bid	No bid	No bid	No bid	\$93.37	No bid	No bid																
City of Perry 1102 Willis Ave., Suite 300 Perry, Iowa 50220	200	No bid	No bid	\$73.39	\$97.79	\$66.03	No bid	No bid	No bid	No bid	No bid	No bid	\$91.03	No bid	No bid																
City of Pleasant Hill 1600 S. Pleasant Hill Blvd Pleasant Hill, Iowa 50327																320	No bid	No bid	\$72.68	\$93.07	\$63.17	No bid	No bid	No bid	No bid	No bid	\$88.17	No bid	No bid	No bid	80
City of Pleasantville 108 W. Jackson Street Pleasantville, Iowa 50225																														100	



SALT BID - 2015-16  
ROCK SALT FOR ICE CONTROL  
CITY OF WEST DES MOINES/VARIOUS AGENCIES  
DEPARTMENT OF PUBLIC WORKS

Entity	Bid Option 1 Post Season Estimated Tonnage	Bid Option 1 Post Season							Bid Option 1 Post Season Pre-Treated Cost/Ton							Bid Option 2 Pre-Season Estimated Tonnage	Bid Option 2 Pre-Season							Bid Option 2 Pre Season Pre-Treated Cost/Ton							Bid Option 3 Regional Salt Storage Facility		
		Cost/Ton							Cost/Ton								Cost/Ton																
	Bidders:	Hutchin- son	Enviro- tech	Indepen- dent Salt	Compass Minerals of Amer.	Central Salt	Cargill	Morton Salt	Hutchin-son	Enviro- tech	Indepen- dent Salt	Compass Minerals of Amer.	Central Salt	Cargill	Morton Salt		Hutchin-son	Enviro- tech	Indepen- dent Salt	Compass Minerals of Amer.	Central Salt	Cargill	Morton Salt	Hutchin- son	Enviro- tech	Indepen- dent Salt	Compass Minerals of Amer.	Central Salt	Cargill	Morton Salt	Estimated Tonnage See (1) Pricing Below		
City of Polk City Public Works Department 301 Northside Drive Polk City, Iowa 50226	200	No bid	No bid	\$70.64	\$93.28	\$66.03	No bid	No bid	No bid	No bid	No bid	No bid	\$91.03	No bid	No bid																		
City of Urbandale Public Works Department 9401 Hickman Road Urbandale, Iowa 50322																1,700	No bid	No bid	\$73.09	\$93.07	\$63.13	No bid	No bid	No bid	No bid	No bid	\$88.13	No bid	No bid				
Warren County Engineers Office 301 N. Buxton Indianola, Iowa 50125	1,000	No bid	No bid	\$68.07	\$93.07	\$66.07	No bid	No bid	No bid	No bid	No bid	No bid	\$91.07	No bid	No bid																		
City of Waukee Public Works Department 1205 6th Street Waukee, Iowa 50263																300	No bid	No bid	\$73.20	\$93.28	\$63.13	No bid	No bid	No bid	No bid	\$88.13	No bid	No bid		575			
City of West Des Moines Public Works Department 560 South 16th Street West Des Moines, Iowa 50265																														1,700			
City of Windsor Heights Public Works Department 1133 66th Street Windsor Heights, Iowa 50311																														100			
City of Woodward 105 E. 2nd St. Woodward, IA 50276	0																																
SUBTOTALS	6,850															5,375															9,755		
(1) Bid Option 3 - Regional Salt Storage Group									Estimated Tonnage: 9,775									\$71..69	No bid	\$72.20	\$93.07	\$68.77	No bid	No bid							9,755		
Bid Option 4 - High Purity Rock Salt Concentration for Salt Brine Production																		No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid								
Bid Option 5 - Ice Slicer Road Salt																		No bid	\$195.00	No bid	No bid	No bid	No bid	No bid	No bid								

 Note: Contract for Marion County's salt awarded to Central Salt.

**PUBLIC NOTICE**

**GRANULAR DEICER PRODUCTS FOR ICE CONTROL**

**CENTRAL IOWA SALT GROUP (CISG)**

Sealed bids will be received by the City of West Des Moines, Iowa, as the representative for the CISG, on or before 2:00 p.m., Central Time, on May 6, 2015 for the following:

Bid Item: 22,000 Tons of Granular Deicer Product

Bidder shall submit their bids in a sealed envelope, plainly marked "Granular Deicer Bids" and be delivered to:

Office of the City Clerk  
City of West Des Moines  
4200 Mills Civic Parkway, Suite 2B  
PO Box 65320  
West Des Moines, Iowa 50265-0320

Questions regarding the bid should be directed to the CISG designated representative Bret Hodne, West Des Moines Director of Public Works at (515) 222-3480.

Unit price shall be final and the CISG reserves the right to accept or reject any or all bids and waive irregularities and technicalities as determined to be the best interest of the CISG. Factors other than price will be considered in determining the bid award.

A contract will be awarded based on unit pricing and other applicable criteria. The CISG may elect to award a multiple-vendor contract.

Published in the Des Moines Register: April 24, 2015

**GRANULAR DEICER BID - 2015**  
**GRANULAR DEICER FOR ICE CONTROL**  
**CITY OF WEST DES MOINES/CISG**  
**DEPARTMENT OF PUBLIC WORKS**

Entity	Bid Option 1 Post Season Estimated Tonnage	Bid Option 1 Post Season Cost/Ton	Bid Option 1 Post Season Pre-Treated Cost/Ton	Bid Option 2 Pre-Season Estimated Tonnage	Bid Option 2 Pre-Season Cost/Ton	Bid Option 2 Pre-Season Pre-Treated Cost/Ton
City of Adel P. O. Box 248 208 N. 5th Street Adel, IA 50003	150					
City of Ankeny Public Works Department 715 SW 3rd Street Ankeny, Iowa 50021	1,500					
City of Bondurant 306 1st Street Bondurant, IA 50035	100					
City of Carlisle 195 N. 1st Street Carlisle, Iowa 50047	50			100		
City of Clive Public Works Department 9289 University Blvd. Clive, Iowa 50053				600		
Dallas County Engineers Office 2340 250th Street Adel, Iowa 50003	1,500					
City of Des Moines 216 SE 5th Street Des Moines, Iowa 50309						
City of Grimes 900 N. Main Street Grimes, Iowa 50111						
City of Indianola Public Works Department 706 N. 6th Street Indianola, Iowa 50125	150			75		
City of Johnston Public Works Department 6400 NW Beaver Drive Johnston, Iowa 50131				1,200		
City of Knoxville Public Works Department 305 S. 3rd Street Knoxville, Iowa 50138				300		
Madison County 1105 E Court Avenue Winterset, Iowa 50273	300					
Marion County Engineers Office 402 Willets Drive Knoxville, Iowa 50138	500			250		
City of Mitchellville 201 Cotton Ave. Mitchellville, IA 50169				30		
City of Newton Public Works Department 1700 N. 4th Avenue West Newton, Iowa 50208-1926	1,000					
City of Norwalk 705 North Avenue Norwalk, Iowa 50021				500		

**GRANULAR DEICER BID - 2015**  
**GRANULAR DEICER FOR ICE CONTROL**  
**CITY OF WEST DES MOINES/CISG**  
**DEPARTMENT OF PUBLIC WORKS**

Entity	Bid Option 1 Post Season Estimated Tonnage	Bid Option 1 Post Season Cost/Ton	Bid Option 1 Post Season Pre-Treated Cost/Ton	Bid Option 2 Pre-Season Estimated Tonnage	Bid Option 2 Pre-Season Cost/Ton	Bid Option 2 Pre-Season Pre-Treated Cost/Ton
City of Pella Public Works Department 100 Truman Road Pella, Iowa 50219	200					
City of Perry 1102 Willis Ave., Suite 300 Perry, Iowa 50220	200					
City of Pleasant Hill 1600 S. Pleasant Hill Blvd Pleasant Hill, Iowa 50327				320		
City of Pleasantville 108 W. Jackson Street Pleasantville, Iowa 50225						
City of Polk City Public Works Department 301 Northside Drive Polk City, Iowa 50226	200					
City of Urbandale Public Works Department 9401 Hickman Road Urbandale, Iowa 50322				1,700		
Warren County Engineers Office 301 N. Buxton Indianola, Iowa 50125	1,000					
City of Waukee Public Works Department 1205 6th Street Waukee, Iowa 50263				300		
City of West Des Moines Public Works Department 560 South 16th Street West Des Moines, Iowa 50265						
City of Windsor Heights Public Works Department 1133 66th Street Windsor Heights, Iowa 50311						
City of Woodward 105 E. 2nd St. Woodward, IA 50276	0			0		
<b>TOTAL BID OPTIONS 1 AND 2</b>	<b>6,850</b>			<b>5,375</b>		

**GRANULAR DEICER BID - 2015  
GRANULAR DEICER FOR ICE CONTROL  
CITY OF WEST DES MOINES/CISG  
DEPARTMENT OF PUBLIC WORKS**

<b>Bid Option 3 - Regional Salt Storage Group Estimated Tonnage</b>	<b>9,775</b>
	<b>Cost Per Ton</b>
<b>Bid Option 4 - High Purity Rock Salt Concentration for Salt Brine Production</b>	
	<b>Cost Per Ton</b>
<b>Bid Option 5 - Ice Slicer Road Salt</b>	
<b>TOTAL ESTIMATED TONNAGE, BID OPTIONS 1, 2, 3</b>	<b>22,000</b>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

S:\PWOPS\RBH\Metro Salt Storage  
usage\2015-2016.xlsx

**CENTRAL IOWA SALT GROUP (CISG)  
SPECIFICATIONS & SPECIAL PROVISIONS  
2015/2016 GRANULAR DEICER BID**

**\*\*SPECIAL PROVISIONS\*\***

**1.0 SCOPE OF WORK**

The work to be performed consists of supplying sodium chloride based granular deicer products to various governmental agencies throughout Central Iowa for use in winter maintenance operations.

**2.0 SPECIFICATIONS**

**Bid Options 1, 2 & 3**

Rock salt supplied under terms of this contract shall comply with ASTM D 632-01, Classification Type 1, Grade 1: Gradation Type 1. Non-compliant loads may be rejected. Acceptance of rock salt will comply with the Iowa Department of Transportations (Iowa DOT) Materials Instructional memorandum **491.21**. Random sampling may be performed to insure compliance.

Moisture content allowance not to exceed two percent (2%), based on dry weight of a sample. Salt shall be treated with sodium ferrocyanide or other approved anti-caking agent at a rate of 50-250 ppm that prevents caking from moisture evaporation, aids in preventing caking by freezing, and assures delivery of salt in a free flowing condition. Ferric ferrocyanide shall not be used as an anti-caking agent. Anti-caking treatments shall be furnished at the expense of the contractor, and the type and quantity of treatment shall be submitted with the bid proposals.

Deicer product which is clearly non-compliant such as wet material or loads containing solid clumps/chunks may be refused by the agency. Accepted deliveries that do not meet specifications, (gradation, sodium chloride or moisture content) shall be paid at no less than ten percent (10%) reduction of awarded bid price or may be subject to rejection.

There will also be an optional section in the bid area to enter a price for pre-treated salt. The salt must be pre-treated with an industry accepted product and at acceptable per-ton rates. The pre-treatment product must adhere to the salt so there is no leaching at the stockpile. If an agency wishes to purchase pre-treated salt, the vendor will work with the contract administrator to approve both the product and application rate of the pre-treatment material. This is an optional section and not a required section for bid consideration in the contract.

**Bid Option 4**

This option will be for the solicitation of bids for a higher purity of rock salt concentration for the production of salt brine. Oftentimes the presence of impurities in typical rock salt create challenges in liquid blending operations. The cities of West Des Moines and Des Moines are wishing to solicit pricing for this product. It should be noted that there will be no

tonnage guarantees for this bid option. Dependent upon pricing, it is anticipated that the agencies will purchase approximately 600 tons per season.

### **Bid Option 5**

This option will be for the solicitation of bids for “Ice Slicer” Road Salt. The City of West Des Moines may purchase this product for trials during colder weather events. Similar to Bid Option 4, there will be no tonnage guarantees for this bid option. Dependent upon pricing, it is anticipated that the City of West Des Moines may order 300- 500 tons of this material.

## **3.0 INSPECTION**

All deicer products delivered will be visually inspected at time of delivery and samples may be taken for laboratory analysis of gradation, purity and moisture content in accordance with Iowa Department of Transportation testing guidelines.

## **4.0 DELIVERY**

### **A. Delivery**

Deicer products shall be protected from moisture at all times with a weatherproof covering during hauling. All truckloads in transit shall be tarped and materials shall be protected from the weather at all times. Any truckloads of product delivered uncovered/untarped may be rejected. Deicer materials shall be delivered to the agencies by truck with a capacity of 24 tons or more which can be quickly unloaded inside the agencies storage facility where unloading inside the storage facility is possible. For Bid Options 1 & 2, 4 & 5 the vendor or hauler shall contact the respective CISG agency during normal work hours no less than four (4) hours and no more than forty eight (48) business hours prior to delivery to the respective salt storage facilities. The vendor and/or their contract hauler will be responsible for any damage to CISG agency owned facilities resulting from improper unloading of deicer product or contact with the structure. Further, the vendor may be required to move any material improperly unloaded.

For Bid Option 3, the vendor or hauler will be required to contact the City of West Des Moines (515-222-3480) a minimum of (2) business days in advance for all salt deliveries scheduled for the Shared Facility (Building A - 8 city) facility. For delivery to the Des Moines Facility (Building B – Des Moines) that will be used to store City of Des Moines salt, the vendor or hauler will be required to contact the City of Des Moines (515-237-4994) a minimum of (2) business days in advance for all salt deliveries. In an effort to maintain an efficient operation, a minimum of 500 tons per day will be required for delivery to either of these two facilities at the Metro Salt Storage Group location. The CISG administrator will have authority to direct unloading allocations at this facility. In the event the haul distance from the last salt distribution site is less than five miles, the cities in the regional facilities will be able to divert salt to their respective Public Works facilities in lieu of the regional site for at no additional cost.

For **Bid Option 1**, delivery shall be completed within ten (10) delivery days after placement of order. Weekends and Holidays shall not be considered delivery days. For orders exceeding 250 tons, an additional day shall be allowed for each 50 ton ordered over 250 ton. Any salt delivered past the allowed ten delivery day schedule may be subject to a one dollar and fifty cent per ton (\$1.50/ton) reduction in cost to be deducted from the contract price per ton, per load, per day. The respective CISG agency will calculate and may assess liquidated damages for each order and will deduct the appropriate amount upon invoice. Each contractor shall retain records that document reasons for delay of delivery.

For **Bid Option 2**, vendors will have until Nov. 1st to fill this order. Vendors will have the ability to begin filling this order after July 1<sup>st</sup>. Any salt delivered past Nov. 1st may be subject to a two dollar per ton (\$2.00/ton) reduction in cost to be deducted from the contract price per ton, per load, per day. The respective CISG agency will calculate and may assess liquidated damages for each order and will deduct the appropriate amount upon invoice. Each contractor shall retain records that document reasons for delay of delivery. It should be noted that if an agency does not place their respective order by Sept. 1, the Nov. 1 deadline will slide on the calendar equivalent to the date the order is placed.

For **Bid Option 3**, vendors will have until Nov. 1st to fill this order. Vendors will have the ability to begin filling this order after July 1<sup>st</sup>. Any salt delivered past Nov. 1st may be subject to a two dollar per ton (\$2.00/ton) reduction in cost to be deducted from the contract price per ton, per load, per day. The CISG administrator (West Des Moines) will calculate and may assess liquidated damages for each order and will have the respective agencies deduct the appropriate amount upon invoice. Each contractor shall retain records that document reasons for delay of delivery.

For **Bid Option 4**, delivery shall be completed within twenty (20) delivery days after placement of order. Weekends and Holidays shall not be considered delivery days. For orders exceeding 250 tons, an additional day shall be allowed for each 50 ton ordered over 250 ton. Any salt delivered past the allowed ten delivery day schedule may be subject to a one dollar and fifty cent per ton (\$1.50/ton) reduction in cost to be deducted from the contract price per ton, per load, per day. The respective CISG agency will calculate and may assess liquidated damages for each order and will deduct the appropriate amount upon invoice. Each contractor shall retain records that document reasons for delay of delivery.

For **Bid Option 5**, delivery shall be completed within twenty (20) delivery days after placement of order. Weekends and Holidays shall not be considered delivery days. For orders exceeding 100 tons, an additional day shall be allowed for each 50 ton ordered over 100 ton. Any product delivered past the allowed ten delivery day schedule may be subject to a one dollar and fifty cent per ton (\$1.50/ton) reduction in cost to be deducted from the contract price per ton, per load, per day. The respective CISG agency will calculate and may assess liquidated damages for each order and will deduct the appropriate amount upon invoice. Each contractor shall retain records that document reasons for delay of delivery.

All orders shall be placed by e-mail, telephone or fax during regular working hours to the office specified by the vendor. The vendor should provide a single e-mail address, telephone number, and fax number for all orders. It will be up to the respective parties to document the placement of orders.



Deliveries shall be made during regular working hours when possible, and will be accepted at other times only when prior arrangements have been approved by the respective CISG agency. A CISG agency staff member must sign and date all salt delivery tickets. Salt unloaded without authorization or at an unattended facility may be subject to a 100% reduction of the awarded price per ton to compensate for possible damages and additional handling that may be required by the affected agency.

#### **B. Pre-season Delivery Period**

For Bid Options 2, 4 & 5 the vendor shall furnish and deliver pre-season ordered deicer products at the locations listed on the attached sheets at all respective CISG agency facilities on or before November 1st. It should be noted that if an agency does not place their respective order by Sept. 1, the Nov. 1 deadline will slide on the calendar equivalent to the date the order is placed.

For Bid Option 3, vendors will have until Nov. 1<sup>st</sup> to deliver pre-season tonnage to the Central Iowa Salt Storage Facility located in Grimes, Iowa. The bidder will work with the Central Iowa Salt Storage administrators to coordinate delivery.

All delivery tickets shall indicate gross, tare and net weights, point of delivery and purchasing agency. Weight stamps from a certified scale facility should be stamped or mechanically printed. Weights may be checked at random for accuracy of the delivery ticket weights. The CISG reserves the right to require any truck to weigh at the Metro Salt Storage Group on-site certified scale or alternate site to check weights for accuracy. A copy of the applicable scale ticket will be provided to the hauler and the CISG administrator (West Des Moines). Any discrepancies will be handled through the vendor and respective CISG administrator. Any costs associated with these scale receipts will be paid by the applicable city agencies.

### **5.0 CONTRACT OBLIGATIONS**

Bids will be received on the attached bid forms. For Bid Options 1, 2 & 3 the respective CISG agencies guarantee to purchase at least eighty percent (80%) of the total estimated tonnage and vendor shall guarantee to have available one hundred thirty percent (130%) of estimated tonnage available. This will apply to the total aggregate tonnage of salt calculated for each respective agency. The 80% minimum order requirement will be based upon the total aggregate tonnage of the combined agency orders, not the individual agency estimate. Upon mutual agreement between the respective CISG administrator and the vendor, additional salt over the one hundred thirty percent (130%) obligation may be purchased for the contract price.

### **6.0 INVOICING**

The vendor(s) shall invoice the respective CISG agencies by way of one (1) invoice per month for each CISG agency where business has been transacted. Invoices shall itemize the month's activities for that CISG agency. Payments shall be made in arrears in accordance with Iowa law.

## **7.0 DEDUCTIONS**

Deicer product which is clearly non-compliant such as wet material or loads containing solid clumps/chunks may be refused by the respective CISG agency.

### **Bid Options 1, 2 & 3**

After testing sodium chloride, deductions will be made for non-compliance with specifications on the following basis:

#### **A. Chemical Composition**

Results of the purity test shall be rounded up to the nearest whole percentage point. (.5 rounded up). A deduction of \$1.00 (one dollar) per ton will be made for each percentage point from 94 percent through 90 percent and \$2.00 (two dollars) per ton for each percentage point from 89 percent through 85 percent. Material with purity less than 84.5 percent will be paid for as snow and ice abrasives at a rate of \$4.00 (four dollars) per ton.

#### **B. Moisture**

If the moisture content exceeds two percent, the following reductions will apply:

- a. 2.01% - 2.5% = 10% reduction in total invoice per truckload
- b. 2.51% - 3.0% = 20%
- c. 3.01% - 3.5% = 30%
- d. 3.60% - 4.0% = 40%
- e. 4.01% and above = rejection

#### **C. Gradation**

When test results for the Sodium Chloride vary from tolerable standards, the following load penalty reductions for salt gradation variance from ASTM standards will apply:

- a. 92.5% – 94.4% = 25%
- b. 90.5% - 91.4% = 50%
- c. Below 90.5% = rejected

Samples may be taken by a representative of the respective CISG agency. All materials being used are subject to inspection, test or rejection at any time.

#### **Bid Option 4**

Unless otherwise provided, all deicing salt shall comply with the latest published standard methods of the American Society for Testing Materials – Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the request for proposals except as modified in this proposal document.

#### **PHYSICAL COMPOSITION**

Deicing salt shall meet the following physical and chemical requirements:

1. Gradation
  - a. Passing a 1/2 inch (12.5 mm) sieve 99 to 100%
  - b. Passing a 3/8 inch (9.5 mm) sieve 88 to 100%
  - c. Passing a No.4 (4.75 mm) sieve 20 to 90%
  - d. Passing a No. 8 (2.36 mm) sieve 10 to 60%
  - e. Passing a No. 30 (600 um) sieve 0 to 15%
2. The deicing salt shall arrive at the City of Fargo, Department of Public Works facility in a free flowing and usable condition.
3. Reclaimed or re-crushed rock salt will not be accepted.
4. The City reserves the right to reject any shipments of deicing salt which are delivered in a frozen or caked condition, or which contains free water.
5. The sodium chloride content shall be not less than 97.5 percent.

In the case of deicing salt sampled after delivery to the City, tolerances from the foregoing specified values shall be allowed as follows:

**Grading** - 5 percentage points on the maximum value for the range for each sieve size, except the 1/2 inch (12.5 mm) and 3/8 inch (9.55 mm) for Grade 1.

**Chemical Composition** - 0.5 percentage point.

All applicable Bid Option 1, 2 & 3 testing procedures and deduction clauses will apply to this bid option as well.

#### **Bid Option 5**

This section will be for Ice Slicer. Delivered material must meet all advertised literature specifications or will be subject to rejection.

## **8.0 METRO SALT STORAGE FACILITY**

CISG will solicit bids for the purchase and delivery of salt for the Metro Salt Storage Facility for member communities in the Greater Des Moines metro area. This 27,000 ton facility is located in Grimes, Iowa. This facility will allow member agencies to stockpile a majority of their salt prior to the winter season.

## **9.0 DEFINITIONS AND TERMS**

For the purposes of this contract, calendar day and work day shall be defined as:

**Calendar Day** - Every day shown on the calendar.

**Delivery Day** - A calendar day, exclusive of Saturdays, Sundays and respective CISG agency recognized holidays.

## **10.0 BID BOND/CERTIFIED CHECK**

A Bid Bond or certified check in the amount of \$10,000.00 will be required with all bids. The Bid Bond or check will be held for liquidated damages if the bid is withdrawn before the award is made. The Bid Bond or certified check will be made out to the City of West Des Moines.

## **11.0 CARRY OVER**

In the event the applicable CISG agencies cannot meet the 80% total tonnage purchase requirement, the affected CISG agencies will have the option to reimburse the vendor at a carry over charge of \$1.50/ton for salt which will be delivered during the next winter season when storage space becomes available. It will be the sole responsibility of the CISG administrator to develop a formula that will determine how much tonnage agencies that did not meet their estimates will be responsible for either ordering or paying carry-over charges to achieve the 80% total aggregate tonnage requirement of the contract. This will apply to all bid options. The CISG administrator will also work with the respective salt contractors regarding carryover charges and identifying which agencies will be reimbursing the applicable contractors.

## **12.0 FAILURE TO MEET OBLIGATIONS**

If the vendor is unable to meet its agreement obligations as set out in this invitation, then the CISG, at its option, may purchase materials from any other available source on the open market, may cancel the agreement or applicable portions thereof, and may award the portions so cancelled to another supplier. In the event the CISG must resort to any of the above procedures, the vendor will be required to reimburse the respective CISG agencies for any expense incurred in excess of the agreement price.

### **13.0 AWARD OF CONTRACT**

Contract will be awarded based on deicer pricing, past experience and all other applicable contract criteria. It will be the responsibility of the CISG administrator (West Des Moines Public Works Director) to award the bids. Criteria other than price will be taken into consideration.

### **14.0 INFORMATION FOR BIDDERS**

The following attachments found in the bid may be subject to change at any time.

Salt storage locations as presently established by each CISG agency.  
Names, addresses, and phone numbers of CISG agencies and their personnel.

#### **BID OPTIONS**

##### **Bid Option 1**

This option requires vendors to bid FOB destination pricing per ton for the 2015/2016 winter season for all applicable individual CISG agencies listed in the attached bid documents. This is a similar procedure that the agencies have used in the past. Each agency will be responsible for ordering salt throughout the contract period from the successful bidder. The nine (9) member agencies of the Metro Salt Storage Facility will not be included in this option.

##### **Bid Option 2**

This option requires vendors to bid FOB destination pricing per ton for the “pre-season” estimated tonnage in the bid tabulations to the respective CISG agencies. This tonnage reflects the available space these agencies have for pre-season salt deliveries. Salt will be delivered prior to November 1<sup>st</sup> when ordered before Sept. 1.

##### **Bid Option 3**

This option requires vendors to bid FOB destination pricing per ton for the “pre-season” specified tonnage for the Metro Salt Storage Facility. This will be the contract for filling of the Metro Salt Storage Facility located at 5180 Beisser Drive in Grimes, Iowa. This facility consists of (1) 15,000 ton fabric roof facility (Building A) and (1) 12,000 ton fabric facility (Building B). Eight (8) CISG agencies occupy the 15,000 ton facility, the City of Des Moines occupies the 12,000 ton facility. The bidder will be required to give the CISG administrator, the City of West Des Moines Public Works, 48 hour advance notice (2 business days) when the contractor wants to deliver salt to the 15,000 ton building (Building A). The bidder will be required to contact the City of Des Moines Public Works within the same parameters when salt is to be delivered to the 12,000 ton building (Building B). A minimum of 500 tons must be delivered on each scheduled delivery day, unless prior approval is given by the CISG administrator. The site will be open for delivery Monday-Friday from 7:30AM to 4:00PM. If approved by the CISG administrator, hours for delivery may be extended. As mentioned in Section 4.0, if the haul distance from the last salt

distribution site is less than five miles from an individual agency site, the cities in this group will be able to divert salt to their respective Public Works facilities in lieu of the regional site for at no additional cost. In most cases the haul distance will be less than to the regional facility. In the event the 130% tonnage allotment has not been achieved during the winter months, salt can be purchased at the pre-winter delivery costs for delivery to the regional storage facility if there is mutual agreement between then respective contractor and agencies.

#### **Bid Option 4**

This option requires vendors to bid FOB destination pricing per ton for the 2015/2016 winter season for the cities of West Des Moines and Des Moines for the specifications listed in the attached bid documents. Each agency will be responsible for ordering the specified material throughout the contract period from the successful bidder.

#### **Bid Option 5**

This option requires vendors to bid FOB destination pricing per ton for the 2015/2016 winter season for the City of West Des Moines for the specifications listed in the attached bid documents. The City of West Des Moines will be responsible for ordering the specified material throughout the contract period from the successful bidder.

### **15.0 CONTRACT AWARD – Bid Options (1, 2, 3, 4 & 5)**

The successful bidder(s) will be awarded a one (1) year contract with possible extension for an additional two (2) years in twelve (12) month increments. An inflationary cost will be allowed in the first and second year contract extensions based on the annual calculations from the CIPLFESL. The month of February will be used, the link for the information will be found at <http://research.stlouisfed.org/fred2/series/CPILFESL/downloaddata?cid=32424>. A fuel adjustment will also be made in the first and second year contract extensions based on the included fuel adjustment chart. May 6th of each year will become the base price for fuel adjustments. A new fuel adjustment chart will be sent to the vendor at the beginning of each contract extension. Any extension will be mutually agreed upon by the CISG administrator and the contract holder.

It should be noted that with any future contract extension, the purchasing agency has the right to adjust their annual estimated tonnages. This should be taken into consideration when consideration of contract extension are initiated. It should also be noted that in the event a majority (adding up to more than 80% of total contract) of the bidders wish to extend the contract but others do not, the CISG administrator reserves the right to negotiate with the bidders wanting to renew. The CISG administrator will have the ability to award a renewal contract for a non-renewal affected agency (previous contract was with a bidder who wishes not to renew). Renewals will be based upon pricing provided to the closest agency to the respective non-renewing impacted agency. In the event pricing cannot be agreed upon, the CISG administrator will determine the best applicable option.

## 16.0 FUEL ADJUSTMENT

The Department of Energy's weekly "On-Highway Retail Diesel Prices" fuel chart shall be used to determine fuel adjustments when the price of diesel fuel increases or decreases by .20 cents from the base price of \$2.40 per gallon. The fuel allowance shall be based on the weekly price of diesel fuel the day the CISG member places their respective order, not on the vendor's ship date. The chart is adjusted on Tuesday of every week. To calculate the adjustments go to: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> and look in the Midwest column (PADD2) for the applicable fuel price calculation for the week. The increase/decrease chart reflects a wide range of price adjustments. Since the cost adjustments are consistent with the price of fuel changes, any fuel pricing not reflected in the range of the contract charts will be calculated in the same increments. This fuel adjustment shall apply to all orders beginning July 1, 2015 through the end of the contract term or applicable extensions.

**This fuel adjustment shall apply to all orders beginning July 1, 2015. Fuel adjustment allowances must be reflected as a separate line item on each invoice.**

Fuel Price on Receipt Date	Per Ton Adjustment
\$1.00 - \$1.19	(\$2.40)
\$1.20 - \$1.39	(\$2.00)
\$1.40 - \$1.59	(\$1.60)
\$1.60 - \$1.79	(\$1.20)
\$1.80 - \$1.99	(\$0.80)
\$2.00 - \$2.19	(\$0.40)
\$2.20 - \$2.39	\$0.00
\$2.40 - \$2.59	\$0.00
\$2.60 - \$2.79	\$0.40
\$2.80 - \$2.99	\$0.80
\$3.00 - \$3.19	\$1.20
\$3.20 - \$3.39	\$1.60
\$3.40 - \$3.59	\$2.00
\$3.60 - \$3.79	\$2.40
\$3.80 - \$3.99	\$2.80

## **17.0 ORDER PRIORITIZATION**

The CISG reserves the right to authorize the designated CISG administrator (West Des Moines Public Works Director) the right to prioritize CISG orders in an effort to supply those locations that have the most critical need. In case of a critical salt shortage for existing orders, the CISG administrator will have the authority to redirect truckloads of salt to those locations on orders that are already in progress. Orders for CISG agencies that are in progress and are suspended will have the delivery dates adjusted accordingly.

## **18.0 TRUCK HAULING INSURANCE REQUIREMENTS**

The following insurance requirements will be required for any trucks entering onto the respective CISG facilities. It will be the responsibility of the successful vendor to assure that their contracted haulers have the required insurance. In the event the contracted hauler has an accident on CISG property and is found not to have the required insurance, it will be the responsibility of the vendor to compensate the respective CISG agency for any damages caused by their contractor that would otherwise be covered by the required insurance. All claims will be paid within 60 days from the date of incident.

### **A. Indemnification**

1. The Contractor indemnifies, saves and holds harmless the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the Contractor's performance under this agreement. It is hereby understood and agreed that any and all employees of the Contractor and all other persons employed by the Contractor in the performance of services under this agreement, required or provided for hereunder by the Contractor shall not be considered employees of the City and that any and all claims that may or might arise under the Workers Compensation Act of the State of Iowa on behalf of said employees while so engaged in any and all claims made by any third parties as a consequence of any act or omission on the part of said Contractor's employees while so engaged in the performance of these services, to be rendered herein by the Contractor shall, in no way, be the obligation or responsibility of the City.

### **B. Insurance**

1. General
  - a. The Contractor shall purchase and maintain insurance to protect himself, the Engineer and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the owner.
  - b. All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the policy is canceled or changed. All certificates of insurance shall be delivered to the Owner and Engineer prior to the time that any operations under this Contract are started.



- c. All of said Contractor's certificates of insurance shall be written in an insurance company authorized to do business in the State of Iowa.
2. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any of them, or by anyone for whose acts any of them may be liable:
- a. Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts;
  - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - d. Claims for damages insured by usual personal injury liability coverage which are sustained:
    - i. by any person as a result of an offense directly related to the employment of such person by the Contractor, or
    - ii. by the other person;
  - e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,
  - f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

3. Limits of Liability

- a. The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:

General Liability; contractually, Independent Contractors, Broad Form Property damage	\$500,000 (including single limit per occurrence)
Personal Injury, Underground Explosion and Collapse	\$500,000 (Aggregate hazards)

Automobile Liability (including all owned, non- owned and hired autos) single limit	\$500,000 Combined
Worker's Compensation	Statutory Benefits 100,000 Coverage B
Umbrella Liability; (applying directly excess of above liability single limit coverage)	\$1,000,000 Combined  \$1,000,000

4. All Cities shall require all owners and operators of trucks entering the Facility, not owned by the member Cities, to procure and maintain, at a minimum, the following insurance coverage and limits using the specific insurance requirements of each City:

- a. Workers Compensation Insurance written at Iowa Statutory Limits and Employers Liability Insurance with limits of not less than \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.
- b. General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground (XCU).
- c. Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence including coverage for all owned, hired and non-owned vehicles.
- d. All insurance policies shall provide the contracting member City with no less than 30 days advance written notification of cancellation or nonrenewal initiated by the insurance carrier.

5. Contractual Liability Insurance

- a. The insurance required by Paragraph 6 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

6. Regulations of the Contract

- a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their agents, officers and employees from and against all claim, damages, losses and expenses, including, but not

limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

- b. In any and all claims against the Owner or any of their agents, officers or employees by any employee of the Contractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this subparagraph 2d shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- c. Contractor's Insurance for other Losses for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, his agents, Subcontractors, materials owned or rented by the Contractor, his agents, Subcontractors, material men or his or their employees: To shed or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.
- d. Notification in Event of Liability or Damage Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names or witnesses, if any, and stating the amount of any claim.
- e. Legal Compliance

The Contractor agrees to comply with all State and Federal laws and local ordinances governing the employment of personnel.

f. Claims

The Contractor agrees to process and resolve all claims submitted by affected property owners of the City of West Des Moines in a timely manner.

## *Norwalk Community Development May 2015 Monthly Report*



**Economic Development:** Members of the Economic Development Team, in conjunction with Warren County Economic Development Corporation, submitted a final application to create one of only 6 sites in the State of Iowa that is a certified Industrial Site. This boilerplate was also used to make a pitch to bring project "Lumberjack" to Norwalk for consideration.

**DC Trip:** May 10-12 Marketa Oliver and Wade Wagoner were joined by Mayor Phillips, Councilperson Eric Delker, and Chamber President Brent Hinders in Washington D.C. with the Greater Des Moines Partnership. At this meeting we had the opportunity and privilege to meet with our Senators and Congressman about issues that affect the Des Moines Metro area and the City of Norwalk. A copy of the full trip itinerary is available in the Planning and Economic Development Department.



**Commercial Development:** Staff is currently pursuing leads for new industrial expansion, and new commercial development within the City. Staff is also looking at ways to decrease our electric bill, to bring a welcome sign to the north end of our community on Highway 28, and to bring high speed wireless internet to the City.

The Planning and Zoning Commission met just once in May to take action on the Holland PUD amendment, the Old School site zoning amendment, the Old School Plat 1 preliminary plat, and a discussion on the adequacy of buffer yards. Future items discussed were Legacy Plat 18 & 19, Legacy Brownstones 8&9, Rolling Green Plat 5, and a Comprehensive Plan Amendment for the Trail Map.

The Board of Adjustment met on May 13 regarding an appeal of the Zoning Administrator's decision regarding food trucks. An ordinance amendment which would address food trucks is currently making its way to council.

Our department is currently looking into several matters concerning food trucks, noise, and untidy properties. We've developed a matrix of common citizen's complaints, the section of the Code (if it exists) that the complaint falls under, and the staff member(s) responsible for enforcement.

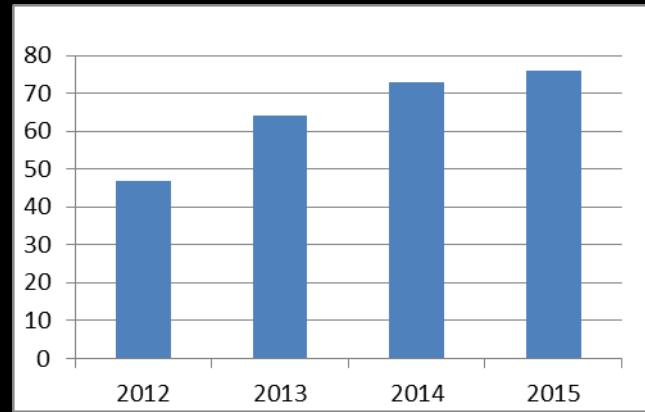
The primary construction seen in Norwalk continues to be single family residential. All the numbers continue to show a positive trend in growth. We continue to outpace the growth seen in the recent previous years.

City of Norwalk - May New Construction Building Permits								
BP Issued	Single Family	Value	Townhome	Value	Multi-Family	Value	Commercial	Value
2015								
This month	10	\$ 3,493,175	2	\$ 340,005	0	\$ -	0	\$ -
YTD	42	\$ 13,165,055	14	\$ 2,821,497	0	\$ -	0	\$ -
FYD	76	\$ 23,824,935	20	\$ 4,377,892	5	\$ 13,574,470	1	\$ 345,864
2014								
This month	2	\$ 903,151	2	\$ 621,822	0	\$ -	0	\$ -
YTD	27	\$ 9,443,238	2	\$ 621,822	2	\$ 6,945,179	1	\$ 4,072,969
FYD	73	\$ 23,892,581	23	\$ 6,138,745	2	\$ 6,945,179	1	\$ 4,072,969
2013								
This month	12	\$ 3,127,895	0	\$ -	0	\$ -	0	\$ -
YTD	35	\$ 8,507,685	2	\$ 605,642	0	\$ -	1	\$ 1,471,204
FYD	64	\$ 16,734,292	14	\$ 2,431,310	0	\$ -	1	\$ 1,471,204
2012								
This month	8	\$ 2,534,307	2	\$ 419,533	0	\$ -	0	\$ -
YTD	21	\$ 5,901,949	2	\$ 419,533	0	\$ -	0	\$ -
FYD	47	\$ 12,863,175	10	\$ 2,769,124	0	\$ -	3	\$ 6,537,756

## MAY BUILDING INSPECTIONS

Deck	10
Electrical	19
Final	21
Footing	17
Foundation Drain	6
Foundation Wall	9
Framing	23
Mechanical	23
Plumbing	46
Sheer Wall	3
Sidewalk/Approach	8
Tar/Tile/Gravel	7

**TOTAL INSPECTIONS 192**



Single Family Homes Fiscal Year to Date  
for the past 4 years.

Building Permit Revenue Report					
PERMIT TYPE	MONTHLY TOTAL	MAY REVENUE	FYD REVENUE		
Apartment Building	0	\$ -	\$ 75,260.31		
Commercial Addition	0	\$ -	\$ -		
Commercial Building	0	\$ -	\$ 3,103.49		
Commercial Remodel	0	\$ -	\$ 2,568.93		
Deck	5	\$ 125.00	\$ 775.00		
Demolition	0	\$ -	\$ 500.00		
Driveway	2	\$ 50.00	\$ 350.00		
Electrical	7	\$ 515.00	\$ 16,166.10		
Fence	5	\$ 125.00	\$ 1,125.00		
Garage	0	\$ -	\$ 2,306.21		
Misc	0	\$ -	\$ 339.50		
Mechanical	1	\$ 35.00	\$ 15,777.00		
Plumbing	8	\$ 415.00	\$ 15,189.00		
Porch	0	\$ -	\$ 529.90		
Pool	1	\$ 25.00	\$ 65.00		
Residential (Single Family)	10	\$ 29,264.47	\$ 198,984.21		
Residential Addition	1	\$ 463.18	\$ 2,169.99		

Residential Remodel	2	\$ 306.61	\$ 3,555.47		
Shed	2	\$ 50.00	\$ 225.00		
Sidewalk	2	\$ 50.00	\$ 75.00		
Sign	3	\$ 124.26	\$ 1,060.23		
Townhome	2	\$ 3,988.02	\$ 43,767.44		
				FY 14-15 Budget	
	<b>51</b>	<b>\$ 35,536.54</b>	<b>\$ 383,892.78</b>	\$120,000	





## May 2015 Park and Recreation Activities

### May Highlights

We continue to have tournaments out at the complex weekly. Our spring soccer program finished its season. We held the Live Healthy Iowa (formerly Hershey) track meet for both the Middle School and Lakewood students. We have approximately 30 kids that will be attending the state meet in June. The softball/baseball season is off to a good start.

### Park Commission Board

The board met on May 6 with six members present. There was a resident that had concerns with the property line on the north side of City Park where the dog park is scheduled to go. Veenstra & Kimm surveyed the said property and reported back to home owner. Dog Park, pool and complex updates were given. New business included grant awards, Brownie Park improvements, Jazz in July events and the revised job description.

### Staff

It is with great sadness that we accepted Dan Beermann's resignation. He is moving on to work with an insurance company downtown Des Moines. His last day is May 29. Nancy and Adam interviewed five candidates for the newly revised position of Recreation Aquatic Supervisor. An offer of employment was made to Jeff George and he accepted. His start date will be June 15. Summer guards have been hired for the pool. Staff is starting to get info and organizations lined up for the Jazz In July event.

Activity	Team	Participants
MS Track meet		180
LW Track meet		550
OPALS		12
Bike Safety		48
Baseball 1st&2nd	6	57
Baseball 3rd-5th	4	53
Softball 1st&2nd	6	56
Softball 3rd-5th	4	43
TKD		16

Submitted by  
Nancy Kuehl, Director



**TO:** HONORABLE MAYOR AND MEMBERS OF COUNCIL  
**FROM:** GREG STAPLES, CHIEF OF POLICE  
**SUBJECT:** MONTHLY REPORT – MAY 2015  
**DATE:** JUNE 18, 2015  
**CC:** MARKETA OLIVER, CITY MANAGER

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### **Significant Incidents**

- On May 4<sup>th</sup> the department was awarded \$5,000 from the Warren County Philanthropic Partnership to purchase two police bicycles and a radar based speed recording devise.
- On the night of May 15<sup>th</sup> seven houses along Sycamore Drive were vandalized with spray paint.

### **Community Policing / Involvement**

- On May 2<sup>nd</sup> the police held Bike Safety Day in conjunction with the parks and rec and fire departments.
- On the 4<sup>th</sup> Chief Staples held "Lunch with the Chief" with Oviatt second graders.
- On the 9<sup>th</sup> Chief Staples attended Community Chat.
- On the 20<sup>th</sup> multiple officers read books to Oviatt first graders.
- On the 27<sup>th</sup> the DARE graduation was held.
- On the 29<sup>th</sup> the DARE picnic and TAGLAB were held. Officers served over 800 hotdogs to hungry Lakewood Elementary students.

### **Training**

- Officer Parker and Zena attended a regional K9 training conference.
- Chief Staples attended the Iowa Police Chiefs Association annual conference in Coralville.
- Sergeant Downing attended Glock Armorer re-certification.
- All officers received training in Operating While Intoxicated Mobile reporting.
- Assistant Chief Westvold attended Terminal Agency Coordinator training so the department can continue to have access to the Iowa System for Criminal Information.

## Statistical Reporting

### Traffic and General Activities

	May	May	
	2014	2015	Change
<b>Traffic Related</b>			
Traffic Stops	125	121	-4
Moving Violations	37	31	-6
Non-Moving Violations	11	30	19
Written Warnings	46	47	1
Crash Investigations	6	6	0
<b>General Activities</b>	2014	2015	Change
Drug Investigations	4	1	-3
Officer Initiated Incidents		2	
Public Service Calls	76	49	-27
Calls For Service	487	541	54

- There were 6 arrests for operating while Intoxicated
- Officer Initiated Incidents were not tracked until July 2014

### Criminal Incidents

	May	May	
	2014	2015	Change
<b>Crimes Against Person</b>			
Assault Offenses	4	5	1
Sexual Assault Forcible	0	0	0
Sexual Assault Non-Forcible	0	0	0
Robbery	0	0	0
Homicide	0	0	0
<i>Subtotal</i>	4	5	1
<b>Crimes Against Property</b>	2014	2015	Change
Burglary	0	4	4
Fraud / Forgery / Embezzle	1	1	0
Theft / Larceny	10	8	-2
Motor Vehicle Theft	0	0	0
Property Damage	4	9	5
<i>Subtotal</i>	15	22	7
<b>Total</b>	19	27	8

- All 5 assaults were cleared by arrest
- All 4 burglaries were cleared by arrest
- There were 7 incidents of property damage on May 16 (these incidents involved spray painting)

## Out and about with the NPD

Officer Hutchinson at Bike Safety Day



Officers Spurr and Criswell with Emily Davis, the DARE essay contest winner



# MEMORANDUM

**TO:** Tom Phillips, Mayor; Norwalk City Council  
**FROM:** Tim Hoskins, Public Works Director  
**CC:** Marketa Oliver, City Manager  
**DATE:** June 18, 2015  
**RE:** Public Works Activity Report  
**Period:** May, 2015

In May our daily average was 666,258 with an increase of 51,518 over last month. Our peak daily flow was 852,720 gallons and our low was 534,820 gallons. These numbers are telling us that the irrigation is starting to pick up but our daily high is remaining steady. Having some cool weather has assisted with holding down consumption. At the end of this report I've included information that has been provided to the Metro Water Users Group of which we participate.

## WATER ACTIVITIES:

MONTH	FINAL READS	METER INSTALL	IRRIGATION METER	WATER ON/OFF	LOCATE STOP BOX	UTILITY LOCATE	MAIN BREAK	VALVE MAINT.	HYD MAINT.	WATER CONSUMP.
July	22	26	0	17	23	224	0	0	0	26,822,000
August	34	41	0	19	46	200	0	0	0	24,597,000
Sept	20	20	0	14	8	340	0	0	0	18,796,003
Oct	30	22	0	17	32	323	0	0	0	18,679,000
Nov	25	8	0	8	7	123	0	0	0	15,918,935
Dec	19	10	0	14	97	129	0	0	0	18,165,728
Jan	17	12	0	4	9	118	0	0	0	17,808,368
February	19	17	0	4	4	20	0	0	0	15,284,000
March	32	36	0	17	9	322	1	0	0	17,659,000
April	11	37	2	11	4	287	5	0	0	18,443,000
May	15	14	0	14	24	282	2	0	0	20,654,023
June										
TOTAL	244	243	2	139	263	2368	8	0	0	212,827,057
Avg.										23,647,451

- We had 2 water main repairs this month
- Daily master pit readings
- The installation and replacement of water meters remain steady
- Utility locates continue to require one person dedicated to that task alone. I have this underlined to bring attention to the fact that this activity is taking an employee completely out of our labor force for all other activities.
- Complete Monthly Operating Report for IDNR



- Transport bacterial tests to DMWW Lab
- Conduct service disconnects due to failure to pay
- Assisting contractors on both our projects as well as development work.
- Weekly fire hydrant flushing on Tuesdays and Thursdays
- Restoration around fire hydrant on Orilla Rd.

#### **WASTEWATER ACTIVITIES:**

- Camera sewer mains in an effort to establish location of service lines
- Performed manhole inspections
- Measure sanitary depths on Main St. School, Pine, and Center St.
- Perform lift station daily checks and recording
- Clean lift station grit baskets (this is a weekly activity)
- Install exhaust fan in Lakewood Lift station
- Inspect Meadow sewer to assess overall condition

#### **ROADWAY RELATED ACTIVITIES:**

- Plant trees on Cherry Parkway
- Crack seal streets
- Trim around trees and posts on Hwy
- Fill pot holes
- Provide support for Run Norwalk with barricades and cones
- Trim and edge Lilly bed at safety complex
- Mulch trees on Hwy 28
- Mow and trim Cherry Parkway
- Water trees on Cherry Parkway
- Sweep streets
- Coordinate bucket truck annual inspection
- Weed eat along fences on Hwy
- Remove selected signs on Wakonda Dr.
- Assist with household moving on Holly Dr.
- Mow rural roads
- Backfill drive approaches on Elm from drain line project

#### **CUSTODIAL/BUILDING & GROUNDS MAINTENANCE ACTIVITIES:**

- Landscaping at Public Safety
- Spray parks for weeds
- Repairs to parking lot lights at public works
- Deliver compost totes to city hall
- Mow and trim public works
- Adjust all straps in salt bunker
- Process building work orders

- Mow and trim city hall grounds
- Spray library for weeds
- Address blocked sewer service at city hall
- Provide air compressor & employee to blow flag holes at cemetery
- Meet with lighting representative for grant application
- Repairs to Cherry St. overhead door
- Complete process of filling pool & make repairs as needed
- Weed flower bed around flag pole at public safety
- Work on fountain in pond
- Preparation of mechanical system at pool prior to operation & install grates
- Perform monthly safety inspections
- Remove excess rock from safety complex landscaping project

#### **STORMWATER INSPECTIONS AND REPORTING:**

500-19 LEGACY CT	SHOWCASE HOMES	EROSION CONTROLS
500-21 LEGACY COURT	SHOWCASE HOMES	EROSION CONTROLS
8027 ECHO DRIVE	HARMONY HOMES	EROSION CONTROLS
315 HIGH RD	HUBBELL	STABILIZED
ORCHARD VIEW 1, 2 & 3	HAPPE HOMES	EROSION CONTROLS
9427 FOXTAIL CIRCLE	SUNDANCE HOMES	FINAL GRADING
1814 WETHERSFIELD DR	KLEEN CONSTRUCTION	EROSION CONTROLS
8027 ECHO DRIVE	HARMONY HOMES	EROSION CONTROLS
121 W. HIGH RD	HAPPE HOMES	WASH-OUT
1723 WETHERSFIELD DR	HUBBELL	POTTY
LEGACY PLAT 18	HUBBELL	POTTY
104 ORCHARD TRAIL	HAPPE HOMES	STABILIZED
1204 SILVERADO DR	BRILL HOMES	HYDRO-SEEDED/ MATTING IN DITCH
228 HIGH ROAD	ORTON HOMES	STABILIZED
308 HIGH ROAD	ORTON HOMES	STABILIZED
2874 JADEN LANE	R.M. MADDEN CONST.	STABILIZED
2875 JADEN LANE	R.M. MADDEN CONST.	STABILIZED
2873 JADEN LANE	R.M. MADDEN CONST.	STABILIZED
9436 FOXTAIL CIRCLE	JEFFREY JOHNSON	STABILIZED
9427 FOXTAIL CIRCLE	SUNDANCE HOMES	STABILIZED
9427 SWITCH GRASS TRAIL	MARC KRIS MODERN HOMES	STABILIZED
9308 BOTTLEBRUSH RD	NEIGHBORHOOD BUILDERS	STABILIZED
9318 ECHO RIDGE TRAIL	BUSSANAMAS	STABILIZED
3504 AUTUMN SAGE CIRCLE	CEDARBROOK BUILDERS	EROSION CONTROLS
1808 WETHERSFIELD DR	BLACKSTONE HOMES	EROSION CONTROLS
9306 ECHO RIDGE TRAIL	BUSSANAMAS	EROSION CONTROLS

2072 DORCHESTER CIR	HUBBELL	STABILIZED
9318 ECHO RIDGE TRAIL	BUSSANAMAS	STABILIZED
2935 PRAIRIE ROSE DR	ORTON HOMES	STABILIZED
9418 SWITCHGRASS TRAIL	JACK EATON HOMES	EROSION CONTROLS
LEGACY LANDING	HUBBELL	TRACKING
2888 PARK PLACE	R.M. MADDEN CONST.	STABILIZED
2890 PARK PLACE	R.M. MADDEN CONST.	STABILIZED
9010 PRAIRIE CLOVER CT	TRUVIEW HOMES	
1809 WETHERSFIELD	AMERICAN HERITAGE HOMES	TRACKING
3504 PRAIRIE SAGE CIRCLE	CEDARBROOK BUILDERS	WASHOUT BEING USED
BLOOMING HEIGHTS	DILEGENT HOMES	NO ACTIVITY
415 PINE AVE	JACK EATON HOMES	STABILIZED
1908 WETHERSFIELD DR	HUBBELL	EROSION CONTROLS
1913 WETHERSFIRLD DR	HUBBELL	EROSION CONTROLS
1903 WETHERSFIELD DR	HUBBELL	EROSION CONTROLS
1815 WETHERSFIELD DR	HUBBELL	EROSION CONTROLS
1723 WETHERSFIELD DR	HUBBELL	
1017 NORWOOD CT	BLUE SKY CONSTRUCTION	
9085 42ND LANE	FORD HOMES OF IOWA	EROSION CONTROLS
413 VALENCIA CT	DILEGENT HOMES	
9010 PRAIRIE CLOVER CT	TRUVIEW HOMES	EROSION CONTROLS
3405 PRAIRIE SAGE CIRCLE	CEDARBROOK BUILDERS	EROSION CONTROLS
9442 FOXTAIL CIRCLE	LIFESTYLE DEVELOPMENT	EROSION CONTROLS
2841 PRAIRIE ROSE	NEIGHBORHOOD BUILDERS	STREET// EROSION CONTROLS// TOILET
ORCHARD TRAIL PLAT 4		EROSION CONTROLS
1903 WETHERSFIELD DR	HUBBELL	TRACKING
1913 WETHERSFIRLD DR	HUBBELL	TRACKING
3405 PRAIRIE SAGE CIRCLE	CEDARBROOK BUILDERS	WASHOUT
102 W HIGH RD	ORTON HOMES	EROSION CONTROLS
621 LANE AVE	REED, RICHARD JR	EROSION CONTROLS
118 W HIGH RD	ORTON HOMES	STABILIZED

- Backfill storm intake on Wright Rd.
- Clean intakes
- Repairs to intakes and manholes

We will be having a Department of Natural Resources audit of our MS4 documentation and activities this next month.



**NUISANCE ACTIVITY:**

05/29/2015	721 KITTERMAN CIRCLE	ONKEN, DENDRA	SIDING AND SOFFIT
05/04/2015	714 HUNTER DR	SHIPMAN, JAMES R	GRASS/WEEDS
05/04/2015	722 HUNTER DR	MIDWEST RENTAL LLC	GRASS/WEEDS
05/07/2015	814 E 17TH ST	LEFF, SCOTT ROTH 401K TST	GRASS/WEEDS
05/07/2015	816 E 17TH ST	LEFF, SCOTT ROTH 401K TST	GRASS/WEEDS
05/07/2015	1708 BRISTOL ST	VASEY, FRED C/ROBERTA M	LIMBS ON FENCE
05/11/2015	1018 ASPEN DR	EDWARDS, NATALIE	GRASS/WEEDS
05/11/2015	1018 ASPEN DR	EDWARDS, NATALIE	GRASS/WEEDS
05/11/2015	1033 ASPEN DR	FARROW, BRADLEY S	GRASS/WEEDS
05/11/2015	303, 307 & 311 MARIE DR	KBK INVESTMENTS, LLC	GRASS/WEEDS
05/11/2015	2110 NORWOOD DR	LAFFOON, STEPHANIE A	GRASS/WEEDS
05/18/2015	2110 NORWOOD DR	LAFFOON, STEPHANIE A	
05/13/2015	2026 AVERY AVE	THACKER, JERRY E JR	RUBBISH/DEBRIS// GRASS/WEEDS
05/18/2015	2026 AVERY AVE	THACKER, JERRY E JR	RUBBISH/DEBRIS// GRASS/WEEDS
05/13/2015	8826 WOODMAYR DR	VAN DYKE, AMY LYNN	RUBBISH/DEBRIS
05/13/2015	8838 WOODMAYR DR	PAULIN, DON(COWDIN, HAROLD E)	RUBBISH/DEBRIS
05/15/2015	912 NORTH AVE	GOLAY, BONNIE A/GLYNIS	GRASS/WEEDS
05/15/2015	PARCEL ID'S 63242040020 &63240030010	BLK INVESTMENTS LLC	GRASS/WEEDS
05/15/2015	403 MAIN STREET	LOFTSGARD, DREW/KRISTEN	TREE
05/18/2015	709 LANE AVE	HUGHES, LARRY L REV TST	WINDOWS// RUBBISH/DEBRIS// GRASS/WEEDS
05/19/2015	1110 RICHARD GEORGE DR	WAINWRIGHT, GORDON MICHAEL	GRASS/WEEDS
05/20/2015	1126 MAPLE AVE	BAINBRIDGE, DUSTIN	BRUSH
05/29/2015	1126 MAPLE AVE	BAINBRIDGE, DUSTIN	BRUSH
05/26/2015	813 LINDEN DR	EKLOV, ROBERT/JENNIFER	LIMBS//GRASS/WEEDS
05/26/2015	1024 NORWOOD CT	JOHNSTON LAND ACQUISITIONS INC	GRASS/WEEDS
05/26/2015	1021 NORWOOD CT	JOHNSTON LAND ACQUISITIONS INC	GRASS/WEEDS
05/26/2015	1019 NORWOOD CT	JOHNSTON LAND ACQUISITIONS INC	GRASS/WEEDS
05/26/2015	1009 NORWOOD CT	JOHNSTON LAND ACQUISITIONS INC	GRASS/WEEDS
05/26/2015	4927 LAKEWOOD DR	CORREY, STEVEN LOUIS/JENNIFER L	LEAKING CAR IN DRIVE
05/26/2015	4451 LAKEWOOD DR	BANK OF NEW YORK MELLON C/O BAYVIEW LOAN SERVICES	GRASS/WEEDS
06/05/2015	4451 LAKEWOOD DR	BANK OF NEW YORK MELLON C/O BAYVIEW LOAN SERVICES	GRASS/WEEDS
05/27/2015	1109 RICHARD GEORGE DR	NEWMAN, ANNETTE M	VEHICLE ON GRASS
05/28/2015	NOR ORCHARD HILLS PLAT 1 LOT 4	JMS ORCHARD HILLS LLC	GRASS/WEEDS
05/28/2015	703 HIGH ROAD	HARLAN, CLIFFORD K/KIMBERLY KAY	VEHICLE ON GRASS

05/26/2015	8879 WOODMAYR CIR	HARRINGTON, SHAWN/STUBER, CARRIE	PONDING WATER ON NEIGHBOR
05/29/2015	720 ORCHARD HILLS DR	ST JOHN'S PARISH, ST JOHN'S CHURCH OF CUMMING	GRASS/WEEDS
05/29/2015	1329 SUNSET DR	HUGHES, LARRY L REV TST	GRASS/WEEDS
05/29/2015	PARCEL ID #63400130264	HUGHES, LARRY L/BETTYE J TST	GRASS/WEEDS

#### ADMINISTRATIVE ACTIVITIES:

- Conduct plat review meeting
- Meet with Iowa Asphalt Association Rep.
- Financial Officer Interviews
- Attend weekly Holly Dr. progress meetings
- Attend city council meetings
- Attend community chat
- Attend WRA Tech committee meeting
- Attend public works manager meeting in WDM
- Meet with the security equipment provider to seek a proposal for a system at city hall
- Meet with equipment suppliers
- Attend soap box derby planning meeting
- Attend WRA board meeting
- Attend Metro Waste Authority Board Meeting
- Meet with property owners on Holly Dr. & Wakonda projects

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We have received data from our Household Hazardous Collection Event held at Public Works on May 2nd.

There were the following materials collected from Norwalk residents:

Acids	111ea.	Aerosols	187ea.	Antifreeze	43ea.
Bases	229ea.	Fl. Lights other	4ea.	Fl. Lights -4'	11ea.
Fl. Lights + 4'	278ea	Fuels	390ea.	Lead batteries	66ea.
Mercury	1ea.	Oil based paint	686ea.	Oxidizers	6ea.
Paint related	437ea.				

- ✓ 130 customers
- ✓ 3108 lbs. of waste collected
- ✓ 23.9 lbs. per vehicle average

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I offer the following information in an effort to keep you informed as to water source and production issues that are currently taking place. I'm available to address any questions you may have regarding this information. Please give me a call. There will be more updates in the future.

➤ On June 6, Des Moines Water Works sent out this notice to the water users group:

DMWW is seeing customer demand inch up, which means an operational update is appropriate to lead you into your weekend.

We continue to battle elevated nitrate concentrations in our source water as you can see from the chart below.

Source Water	Last Reading	NO3 Concentration (mg/l)	Days Above EPA Standard of 10.0 mg/l in last 365 days
Raccoon River	6/3/2015	17.65	212
DSM River	6/3/2015	16.56	157
Infiltration Gallery	6/3/2015	11.53	50

Demand is currently in the low 40s mgd range. We have been able to manage the high nitrate levels by running 6 vessels of our nitrate removal facility, staying off the rivers and relying on our other water sources; however, as temperatures rise, precipitation subsides, and demand picks up...those sources will become inadequate. As we ease into that scenario, below are the levers DMWW plans on pulling:

1. As demand creeps up into the high 40s, we intend to add DSM River water at Fleur. This will likely push us to maximum capacity 8 vessel operation of the nitrate removal facility.
2. As demand creeps into the low-mid 50s, we intend to terminate McMullen ASR injection and initiate ASR McMullen recovery.
3. As demand creeps into the high 50s (or if the NO3 concentrations rise), we intend to begin blending pond water with Raccoon River water at Fleur Drive.
4. As the use of pond/Raccoon River blend continues and the nitrate concentration increases in that blended water, we may reach a point where we reach out to West Des Moines to determine if they are in a position to produce more from their treatment plant, and to Ankeny to determine if they are in a position to begin recovering ASR water.

If we reach the latter point in this contingency chain, metro area utilities have worked together to keep the public water supply safe and have pulled all the levers available. Reaching the final contingency will effectively trigger Stage 1 of the Water Shortage Plan. A press release would be issued requesting metro customers reduce their irrigation demand so we have an opportunity to stay off the rivers and maximize our ability to continue providing safe water that remains below 10 mg/L. We fully recognize and understand the adverse financial impact this creates for each of our water utilities and share any resigned frustration you may have with that option; however, we believe our commitment to providing safe drinking water trumps the adverse financial impact.

The above may change with changing conditions. We expect to remain in this critical window for 6-8 weeks. The challenges are real, and our ability to produce safe water is dependent on the quality of our source water. Our operations staff is diligent in their continued assessment and is braced for the worst; however, we continue to hope for improved conditions in our source waters. We will keep you apprised as we move through these contingencies, or as conditions or planned responses change.

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➤ On June 10 Des Moines Water Works sent the out this notice to the water users group:

The rivers have shown a slight decline in nitrate concentrations since last week, although levels remain well above the safe drinking water standard.

Source Water	Last Reading	NO3 Concentration (mg/l)	Days Above EPA Standard in last 365 days
Raccoon River	6/9/2015	15.72	220
DSM River	6/9/2015	15.59	165
Infiltration Gallery	6/9/2015	11.54	58

Customer demand yesterday was 52.804 MG. We have made some operational changes to help meet the increased demand.

- DMWW began taking water from the Des Moines River last night (Step 1 below). The nitrate removal facility will likely be expanded to 7+ vessels as the water moves through our treatment process.
- DMWW has paused the McMullen ASR injection (beginning of Step 2).

Rain is forecast for tomorrow. If demand does not decrease, we will likely need to start recovery from McMullen ASR (latter part of Step 2) and use the gallery pond water at Fleur Drive (Step 3).

I'm also including a couple newsworthy items not directly related to the metro area:

- Boone is struggling with meeting the nitrate standard and although they do not yet have an MCL violation, we understand they may be issuing public notification through radio and newspaper using mandatory language for nitrate exceedance due to levels very near 10 mg/L and the likely necessity of adding sources with higher nitrate levels to keep up with customer demand.
- A portion of Columbus, Ohio's system has exceeded 10 mg/L resulting in public notification.  
<http://www.nbc4i.com/story/29267414/nitrate-advisory-in-effect-for-areas-of-columbus-water-service#.VXhhJTbXBJY.mailto>

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### **Annual Salt Purchase**

Each year we participate in a bidding process for our winter salt supply. West Des Moines initiates the process for several mid Iowa entities for the purchase of winter salt. The group consists of 23 cities and 4 counties. This consortium was developed out of necessity where most communities were either purchasing independently or joining into the Iowa Department of Transportation (DOT) bid. The DOT bids were extremely difficult for smaller entities that did not have significant storage capacity or used minimal amounts of salt. For the past several years, the City of Norwalk has participated in this group process. This year's bids have been received and the successful bidder for our salt is Central Salt in the amount of \$63.17 per ton. Total cost for 500 tons is \$31,890.00. Last year's bid was \$62.78 per ton.

I have a copy of the bid request as well as the bid results for the entire group. If anyone has any interest, please contact me.

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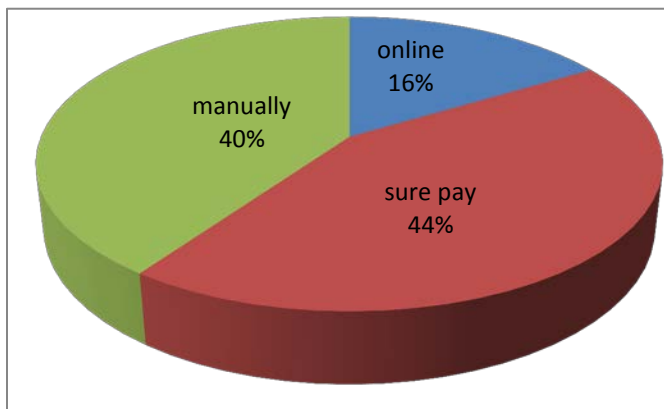
## CITY HALL – CLERKS OFFICE

MAY, 2015



### Water Department

**Utility bills** for 3,526 accounts were prepared for March consumption. Meters were read April 1<sup>st</sup>, residents received bills via mail April 15<sup>th</sup> and payments were due by May 4<sup>th</sup>. We processed 1,774 payments in May (totaling \$156,072.07). In all, 348 payments were received through our online payment site; 921 were processed through SurePay and the remaining 853 were receipted in manually by staff from mail, drop box and walk-ins or call-ins.

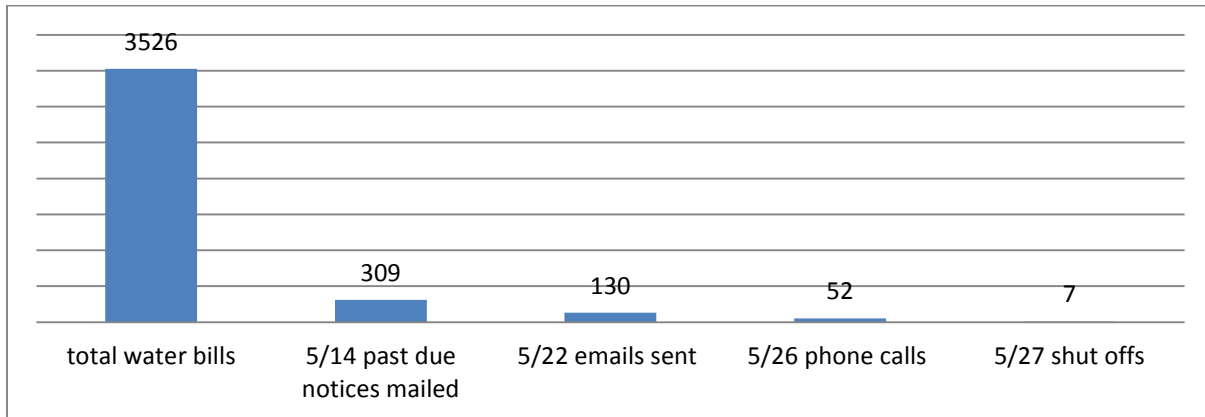


On the 14<sup>th</sup>, 309 past due notices were mailed out to residents, including copies to landlords for 72 delinquent rental properties. Delinquent notices are not sent to accounts that are below the threshold for water disconnection.

As of May 22<sup>nd</sup>, we had current email addresses on file for 130 past due accounts and reminders were sent. An additional 23 accounts were delinquent without email addresses available to us and did not receive this reminder.

May 26<sup>th</sup>, phone numbers were on file for 52 of the residents with accounts that remain past due and subject to shut off; as a third reminder, an automated phone message went out. 21 calls were answered, voicemail picked up 26 calls and 5 calls did not answer.

The last 7 unpaid accounts were processed for **shut off** on May 27<sup>th</sup>. All curb stops were working and could be shut off.



The water department processed 76 **work orders** this month for meter reads and installations; new or transferred accounts and disconnections. Included were 7 meters that were changed out, 41 new residents who signed up for service and 7 current residents who relocated within the City.

**Utility Advisory Commission** did not meet in May.

### Front Counter

2015 **Compost it!** service is in full swing; to date we have sold 18 new carts and 116 renewal stickers to residents for the premium service.

No **Parking tickets** were paid at City Hall in May.

There were 20 new **dog licenses** issued this month with 797 registered year-to-date. There were 3 impounds processed for a total of 17 this year. All of the dogs were registered; 1 was a first time offenders; 1 was a second offense and 1 has been reported loose numerous times this year.

Also at the front counter, approximately 22 **new resident** packets were distributed and explained in April.

**Wellness Committee** met in May to discuss upcoming events.

## **City Hall Administration**

May included the usual monitoring and maintenance of the City's website and facebook page; Norwalk Living and Norwalk Notes publications and media releases. Amy continues to work with Tim Hoskins handling the increased, and ongoing, communications to residents regarding the NCIS projects that are underway on Holly Drive, Wakonda Drive and soon Happy Hollow Drive. Project updates are available at:

[www.norwalk.iowa.gov/Departments/PublicWorks/NCISProjectUpdates.aspx](http://www.norwalk.iowa.gov/Departments/PublicWorks/NCISProjectUpdates.aspx)

**City Council** held the regular 1<sup>st</sup> and 3<sup>rd</sup> Thursday meetings in May. Council appointed Jodi Eddleman as City Clerk at the May 21<sup>st</sup> meeting. Agendas, packets and minutes for each of these meetings can be viewed on the City website at:

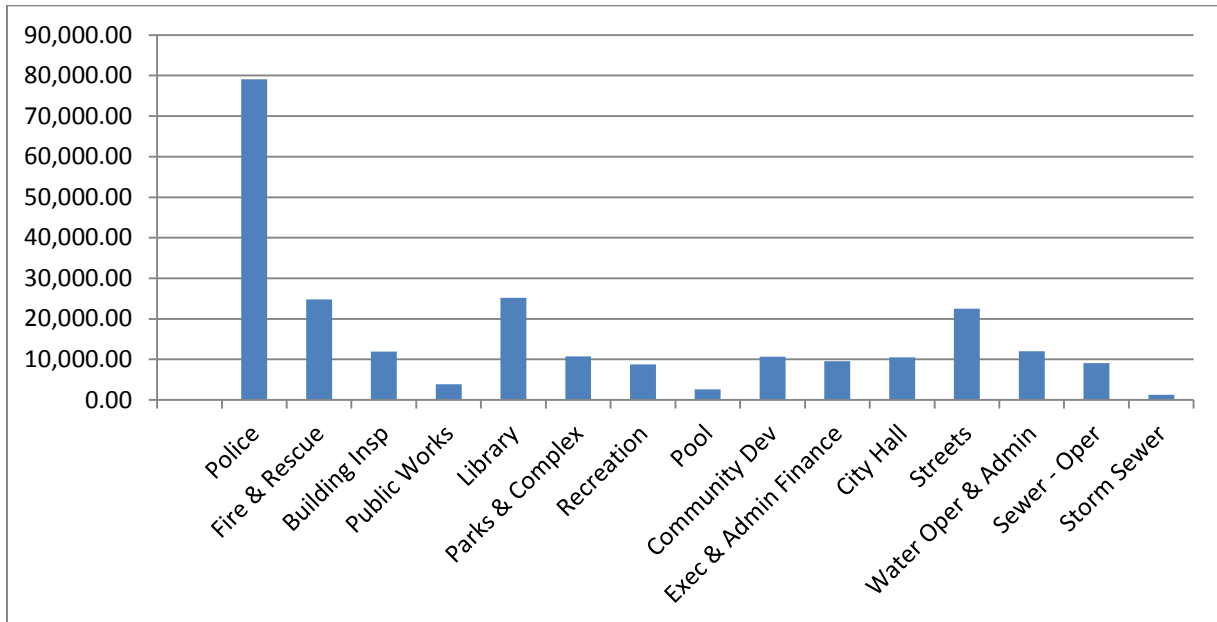
[www.norwalk.iowa.gov/YourGovernment/AgendasandMinutes.aspx](http://www.norwalk.iowa.gov/YourGovernment/AgendasandMinutes.aspx)

## **Finance Office**

We currently apply to collect on bad debts with **Iowa Income Offset** for utility bills and EMS fees. The City is able to capture payments from individuals due an Iowa Income Tax Refund and from Casino winnings. In May we were notified of matches, for utility bills and EMS fees. These matches should result in collected income of \$0.00.

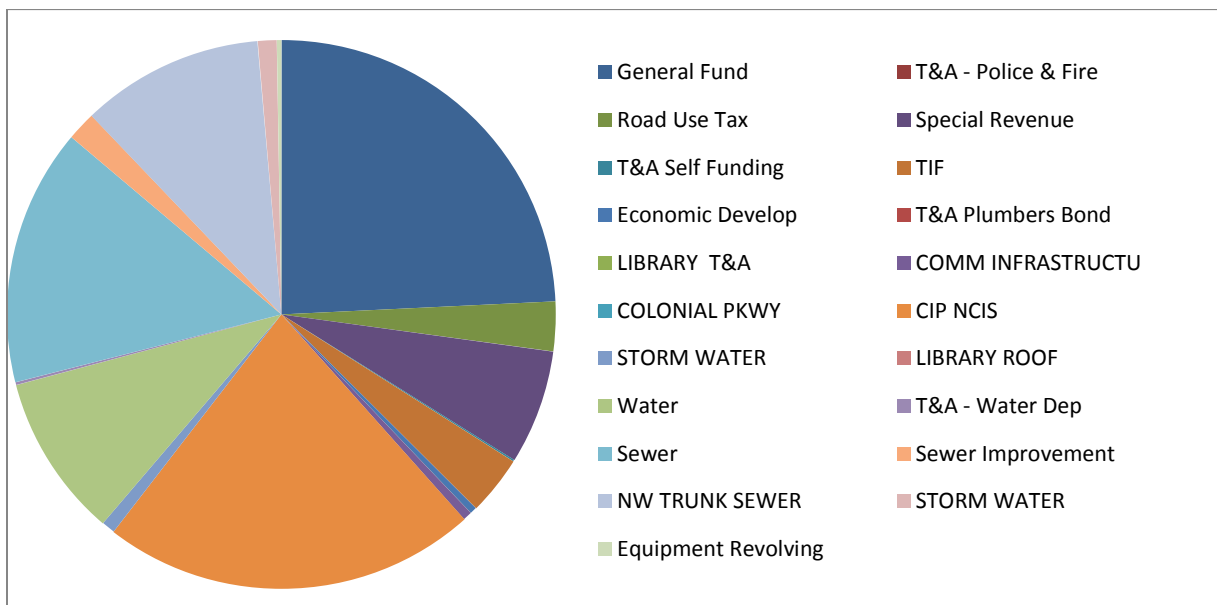
The City's bank accounts were **balanced and reconciled** for the current month.

We processed 165 timesheets (including 0 stipends) for the 5/8, 5/22 payrolls totaling \$242,601.85.



\*Information provided from Incode – 6/10/15.

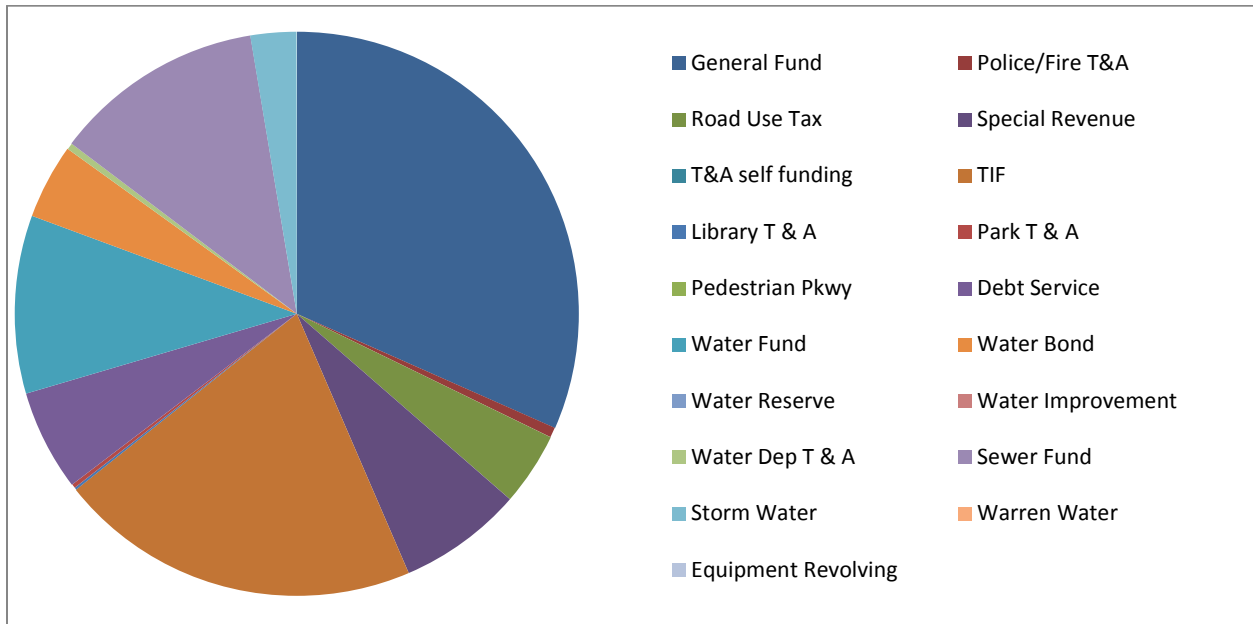
We processed monthly bills, council payables and miscellaneous debt payments during the month totaling \$1,274,251.60 in **expenditures**.



\*Information provided from Incode – 6/10/15.



**Revenues** received this month totaled \$964,180.90.



\*Information provided from Incode - 4/13/15.

TREASURER'S MONTHLY REPORT - CITY OF NORWALK MAY 2015							
FUND	Beginning Cash Balance	MTD Revenue	MTD Expenditures	Cash Basis Balance	Net Change Other assets	Net Change Liabilities	Accrual Ending Cash Balance
General	1,535,796.20	306,967.23	308,935.42	1,533,828.01		755.15	1,534,583.16
Trust & Agency	77,613.92	5,579.63		83,193.55			83,193.55
Road Use Tax	447,082.36	40,421.27	37,253.87	450,249.76		574.01	450,823.77
Special Revenue	899,032.11	68,770.90	85,600.58	882,202.43		-673.80	881,528.63
T&A Self funding	19,225.25	1.15	1,298.21	17,928.19			17,928.19
TIF	2,482,769.11	200,381.65	44,382.90	2,638,767.86			2,638,767.86
Economic Development	92,185.10	5.50	5,038.70	87,151.90		12.55	87,164.45
Emergency Fund	32,023.44	1.91		32,025.35			32,025.35
T&A Plumbers Bonds	10,390.84	0.62		10,391.46			10,391.46
T&A Library Trust	24,490.07	1,319.76	67.95	25,741.88			25,741.88
T&A Park Trust	103,072.11	2,234.17		105,306.28			105,306.28
Debt Service	2,283,340.30	55,779.52	0.00	2,339,119.82			2,339,119.82
Capital Improvements	-474,772.26	9.38	16,850.22	-491,613.10			-491,613.10
NCIS Infrastructure	3,463,441.91	206.70	281,133.38	3,182,515.23			3,182,515.23
Water Utility	588,661.67	139,828.24	122,402.62	606,087.29		65.06	606,152.35
Water Improvement	259,854.25	15.51	2,020.00	257,849.76			257,849.76
Water T&A	204,888.37	3,550.02	0.00	208,438.39		81.07	208,519.46
Sewer Utility	933,336.42	116,357.53	192,912.80	856,781.15			856,781.15
Sewer Improvement	186,198.84	11.11	21,698.59	164,511.36			164,511.36
Sewer Surplus	69,951.11	4.17		69,955.28			69,955.28
Northwest Sewer Trunk	152,157.40	9.08	137,004.50	15,161.98			15,161.98
Storm Water	913,498.51	25,514.52	14,303.86	924,709.17		25.26	924,734.43
Warren Water Buyout	133,426.82	7.96		133,434.78			133,434.78
Equipment Revolving	349,212.11	20.84	3,348.00	345,884.95			345,884.95
Outstanding Deposits							-5,333.67
Outstanding Checks							100,011.58
Bank Balance							14,575,139.94
Reconciling Items:							
PARK REC CC TRANS CLEARS BANK 6/1/15							-434.53
PARK REC CC TRANS CLEARS BANK 6/1/15							-219.00
PARK REC CC TRANS CLEARS BANK 6/1/15							-682.40
Ending Cash Balance	14,786,875.96	966,998.37	1,274,251.60	14,479,622.73		839.30	14,573,804.01
City State Bank	10,698,408.79						
City State Bank MM	3,222,294.51						
Community State Bank	653,100.71					City Clerk: JODI EDDLEMAN	
Total Bank Balance	14,573,804.01						

CAPITAL IMPROVEMENTS DETAIL:	Beginning Cash Bal	MTD Rev	MTD Exp	Actual End Balance
188 - PEDESTRIAN PATHWAY LEGACY	4,655.25	0.32		4,655.57
189 - PEDESTRIAN PATHWAY ORCHARD RIDGE	1,131.57	0.08		1,131.65
320 - HAKES/WRIGHT	0.00			0.00
325 - CONSTRUCT FUND PARKS	-11,580.88	14.12	3,745.25	-15,312.01
330 - WATER TOWER	27,809.90	1.88		27,811.78
340 - POOL	-25,758.55			-25,758.55
360 - COMM INFRASTRUCTURE	545.63	33.91		579.54
370 - PUBLIC WORKS FACILITY	10,987.79	0.74		10,988.53
380 - HWY 28 SIGNAL	9,193.55	0.62		9,194.17
385 - COLONIAL PKWY	-194,083.78	7.18	2,192.04	-196,268.64
390 - CITY HALL	0.00			0.00
400 - INDUSTRIAL PARK COLONIAL	-15,529.55			-15,529.55
410 - NORWALK FIBER	-375,227.09			-375,227.09
415 - WINDFLOWER STORM	0.00			0.00
420 - STORM WATER DETENTION PROJ	129,356.52	29.09	26,690.80	102,694.81
425 - LIBRARY	-2,176.62	15.10	1,595.00	-3,756.52
430 -GATEWAY PROJ		11.86		11.86
435 - 50TH STREET BRIDGE PROJ		12.19		12.19
				-474,772.26

MTD TREASURERS REPORT

AS OF: MAY 31ST, 2015

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE	TOTAL INVESTMENTS
001-GENERAL FUND	1,535,796.20	306,967.23	308,935.42	1,533,828.01	0.00	755.15	1,534,583.16	0.00
002-T & A HEALTH INSURANCE SE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
003-T & A POLICE/FIRE	77,613.92	5,579.63	0.00	83,193.55	0.00	0.00	83,193.55	0.00
110-ROAD USE TAX FUND	447,082.36	40,421.27	37,253.87	450,249.76	0.00	574.01	450,823.77	0.00
112-SPECIAL REVENUE	899,032.11	68,770.90	85,600.58	882,202.43	0.00	( 673.80)	881,528.63	0.00
113-T A SELF FUND DEDUCTIBLE	19,225.25	1.15	1,298.21	17,928.19	0.00	0.00	17,928.19	0.00
125-TIF	2,482,769.11	200,381.65	44,382.90	2,638,767.86	0.00	0.00	2,638,767.86	0.00
145-HOUSING REHAB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
160-ECONOMIC DEVELOPMENT	92,185.10	5.50	5,038.70	87,151.90	0.00	12.55	87,164.45	0.00
170-EMERGENCY FUND	32,023.44	1.91	0.00	32,025.35	0.00	0.00	32,025.35	0.00
175-INSURANCE CLAIM RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
181-T & A PLUMBERS BONDS	10,390.84	0.62	0.00	10,391.46	0.00	0.00	10,391.46	0.00
183-T & A LIBRARY	24,490.07	1,319.76	67.95	25,741.88	0.00	0.00	25,741.88	0.00
184-T & A PARK TRUST	103,072.11	2,234.17	0.00	105,306.28	0.00	0.00	105,306.28	0.00
186-T & A KEEP NORWALK BEAUTI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
188-PEDESTRIAN PATH-LEGACY 8	4,655.57	0.28	0.00	4,655.85	0.00	0.00	4,655.85	0.00
189-PEDESTRIAN PATH-ORCH RID1	1,131.65	0.07	0.00	1,131.72	0.00	0.00	1,131.72	0.00
200-DEBT SERVICE FUND	2,283,340.30	55,779.52	0.00	2,339,119.82	0.00	0.00	2,339,119.82	0.00
301-CIP - MULTI-PROJECT/TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-CIP - 50TH STREET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-CIP - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-CIP- FIRE STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
320-CIP - HAKES/WRIGHT RD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
325-CONST FUND PARKS & TRAILS (	15,312.01)	0.00	0.00	( 15,312.01)	0.00	0.00	( 15,312.01)	0.00
330-CIP - WATER TOWER PARK	27,811.78	1.66	0.00	27,813.44	0.00	0.00	27,813.44	0.00
340-CIP - POOL	( 25,758.55)	0.00	0.00	( 25,758.55)	0.00	0.00	( 25,758.55)	0.00
350-CIP - SAFE ROOM PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-COMM IINFRASTRUCT/IMPROVE	579.54	0.03	6,773.25	( 6,193.68)	0.00	0.00	( 6,193.68)	0.00
370-CIP PUBLIC WORKS FACILITY	10,988.53	0.66	0.00	10,989.19	0.00	0.00	10,989.19	0.00
380-CIP HWY 28 SIGNAL PROJECT	9,194.17	0.55	0.00	9,194.72	0.00	0.00	9,194.72	0.00
385-COLONIAL PKWY IMPROVEMENT (	196,268.64)	0.00	0.00	( 196,268.64)	0.00	0.00	( 196,268.64)	0.00
390-CIP CITY HALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
400-CCF INDUST PARK/COL PKWY (	15,529.55)	0.00	0.00	( 15,529.55)	0.00	0.00	( 15,529.55)	0.00
405-CIP-NCIS INFRASTRUCTURE	3,463,441.91	206.70	281,133.38	3,182,515.23	0.00	0.00	3,182,515.23	0.00
410-CIP-NORWALK FIBEROPTIC (	375,227.09)	0.00	0.00	( 375,227.09)	0.00	0.00	( 375,227.09)	0.00
415-CIP-WINDFLOWER STRM WATR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
420-STORM WATER DETENTION PRO	102,694.81	6.13	10,076.97	92,623.97	0.00	0.00	92,623.97	0.00
425-LIBRARY ROOF PROJECT (	3,756.52)	0.00	0.00	( 3,756.52)	0.00	0.00	( 3,756.52)	0.00
430-GATEWAY PROJECT	11.86	0.00	0.00	11.86	0.00	0.00	11.86	0.00
435-50TH STREET BRIDGE PROJEC	12.19	0.00	0.00	12.19	0.00	0.00	12.19	0.00
600-WATER FUND	450,425.91	98,439.23	122,402.62	426,462.52	0.00	65.06	426,527.58	0.00

CITY OF NORWALK  
MTD TREASURERS REPORT

AS OF: MAY 31ST, 2015

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE	TOTAL INVESTMENTS
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GRAND TOTAL	14,786,875.96	966,998.37	1,274,251.60	14,479,622.73	0.00	839.30	14,480,462.03	0.00
	=====	=====	=====	=====	=====	=====	=====	=====

OUTSTANDING DEPOSITS	5,333.67
OUTSTANDING CHECKS	100,011.58
BANK BALANCE	14,575,139.94
	=====

\*\*\* END OF REPORT \*\*\*



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 7 & 8  
For Meeting of 6.18.2015

**ITEM TITLE:** Public hearing regarding zoning amendment request at 8288 Adams Street; and,  
  
Consideration of an ordinance amending the official zoning map of the City of Norwalk, Iowa by rezoning property from A-R to RE-1.

**CONTACT PERSON:** Luke Parris, City Planner

**SUMMARY EXPLANATION:**

The City of Norwalk was contacted by Cindy Findley, requesting information on splitting a portion of her current lot at 8288 Adams Street and constructing a new house. Staff reviewed the request and determined that the lot could be split via a plat of survey; however, the current zoning of the lot is A-R, Agricultural Reserve, which requires a minimum lot size of 40 acres. Staff advised Ms. Findley, that if she wanted to split her lot, she would need to request a zoning amendment to change the lot to RE-1, Rural Estates. The minimum lot size for RE-1 is 40,000 square feet.

**STAFF COMMENTS:**

The City of Norwalk Comprehensive Plan identifies the area as low density residential on the future land use map. It is staff's opinion that the zoning amendment from AR to RE-1 would meet the intent of the Comprehensive Plan, and that the proposed further split of the land would be in accordance with the Comprehensive Plan and the Zoning Ordinance.

\_\_\_\_Resolution   X   Ordinance \_\_\_\_ Contract \_\_\_\_ Other (Specify) \_\_\_\_\_

Funding Source:   NA   \_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Luke Parris", is written over the signature line.

City Manager

**PLANNING & ZONING COMMISSION RECOMMENDATION:**

The Planning & Zoning Commission recommends approval.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF NORWALK,  
IOWA, BY REZONING PROPERTY LOCATED AT 8288 ADAMS STREET FROM A-R,  
AGRICULTURAL RESERVE, TO RE-1, RURAL ESTATES RESIDENTIAL

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA:

**SECTION 1. PURPOSE.** The purpose of this ordinance is to amend the official zoning map of the City of Norwalk, Iowa, under the provisions of Title 17 (Zoning Regulations), Chapter 17.04 (General Provisions), Section 17.04.060 (Zoning District Boundaries and Official Zoning Map) of the Norwalk Municipal Code.

**SECTION 2. AMENDMENT.** The official zoning map of the City of Norwalk, Iowa, is amended from A-R, Agricultural Reserve, to RE-1, Rural Estates Residential for the property described as follows and as shown in Exhibit "A" attached hereto and made a part thereof by reference:

Property at 8288 Adams Street, Norwalk, Iowa with a legal description of:

*A part of the NE 1/4 of the SW 1/4 of Section 3, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa, described as follows: Beginning at the Northwest corner of the NE 1/4 of the SW 114 of said Section 3, thence East 687.3 feet; thence South 420.5 feet; thence Westerly 681.0 feet; thence North 435.0 feet to the point of beginning; EXCEPT Parcel "E" of the NE 114 of the SW 114 of Section 3, Township 77 North, Range 25 West of the 5th P.M., filed in Irregular Plat Book 12, Page 7 of 77-25, of the Warren County Recorder's Office. Subject to road easement along the North side thereof, and subject to any other easements of record and containing 4.52 acres, more or less.*

**SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Norwalk, Iowa on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

PREPARED BY: Luke Parris, City Planner

First Reading: \_\_\_\_\_

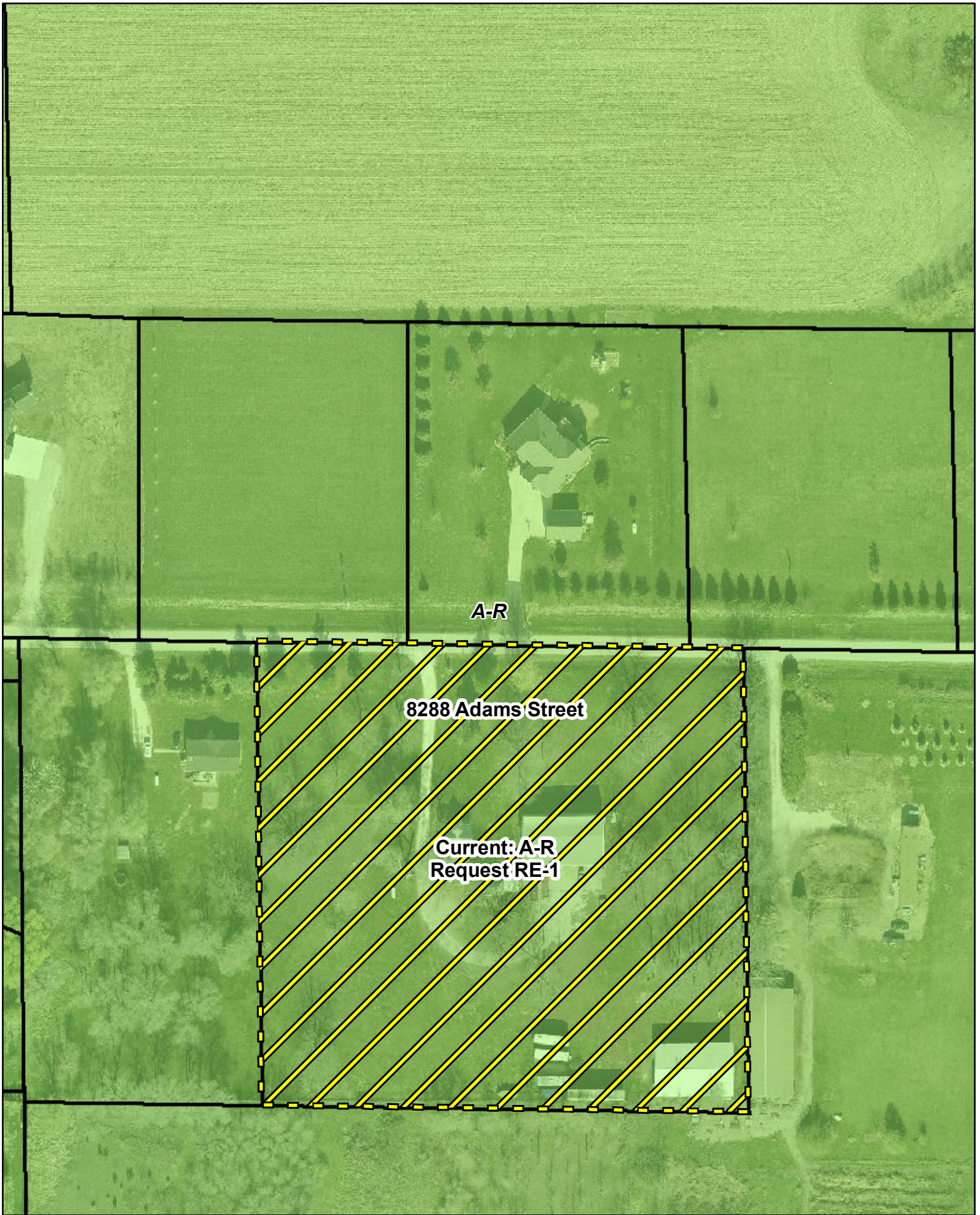
Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jodi Eddleman, City Clerk







Item No. 9 & 10  
For Meeting of 6.18.2015

**ITEM TITLE:** Public hearing regarding zoning amendment request for the southern portion of the old School site.

Consideration of an ordinance amending the official zoning map of the City of Norwalk, Iowa by rezoning property from R-1 to R-2.

**CONTACT PERSON:** Luke Parris, City Planner

**SUMMARY EXPLANATION:**

BLK Investments, LLC is proposing an amendment to the City of Norwalk Zoning Map to change the southern portion of the Old School Site from R-1 to R-2. The northern portion of the site would remain R-1 and be developed as single family lots.

Adjacent property is R-1 on all sides of the proposed area to be rezoned. The area on the north side of School Street, while not directly adjacent, is currently zoned R-2.

At the May 11, 2015 Planning and Zoning Commission meeting, the commission held a public hearing, discussed the proposed amendment and tabled action until the June 8, 2015 Planning and Zoning Commission meeting.

On June 3, 2015, city staff received a petition from Myrna Barkley opposing the zoning amendment. The petition includes signatures from at least 20% of the neighboring property owners. Per city code, the petition triggers the requirement of a three-fourths (3/4) vote of all members of the City Council to pass the amendment.

**STAFF COMMENTS:**

The City of Norwalk Comprehensive Plan calls for the area to be medium density residential, which identifies two-family residential dwellings as a typical use. The requested zoning change meets the intent of the Comprehensive Plan.

\_\_\_ Resolution  X  Ordinance \_\_\_ Contract \_\_\_ Other (Specify) \_\_\_\_\_

Funding Source: \_\_\_\_\_ NA \_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_  
City Manager

**PLANNING & ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission recommends approval.

**ATTACHMENTS:**

Attachment "A" – City Zoning Map

Attachment "B" – Old School Site Rezone Map

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF NORWALK,  
IOWA BY REZONING PROPERTY AT THE OLD SCHOOL SITE FROM R-1, SINGLE FAMILY  
RESIDENTIAL, TO R-2, ONE AND TWO-FAMILY RESIDENTIAL

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA:

- SECTION 1. PURPOSE.** The purpose of this ordinance is to amend the Official Zoning Map of the City of Norwalk, Iowa, under the provisions of Title 17 (Zoning Regulations), Chapter 17.04 (General Provisions), Section 17.04.060 (Zoning District Boundaries and Official Zoning Map) of the Norwalk Municipal Code.
- SECTION 2. AMENDMENT.** The official zoning map of the City of Norwalk, Iowa, is amended from R-1, Single Family Residential, to R-2, One and Two Family Residential, for the property described as Outlot Z in Exhibit "B" attached hereto and made a part thereof by reference.
- SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- SECTION 4. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
- SECTION 5. EFFECTIVE DATE.** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Norwalk, Iowa on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

PREPARED BY: Luke Parris, City Planner

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Jodi Eddleman, City Clerk









ABBREVIATIONS

ADJ	ADJUSTABLE
ARN	RAVING
BTM	BOTTOM
BSMT	BASMENT
BTW	BETWEEN
CA	CASMENT
CASE	CASELDER
CAB	CABINET
CL	CENTER LINE
CLD	CEILING
C.O.	CASED OPENING
COL	COLUMN
CONC	CONCRETE
D	DRIVER
DNL	DIMETER
DN	DOWN
DH	DOUBLE HUNG
DW	DISHWASHER
F.D.	FLOOR DRAIN
FLR	FLOOR
FT	FEET
FLNL	FURNACE
HDR	HEADER
HWD	HARDWOOD
INSUL	INSULATION
JST	JOIST
LVL	LAMINATED VENEER LUMBER
LIN	LINEN
MAX	MAXIMUM
MPL	MINIMUM
OC	ON CENTER
OHD	OVERHEAD DOOR
OPNG	OPENING
RED	HEATING
N.T.S	NOT TO SCALE
REF	REFRIGERATOR
REQ	REQUIRED
ROOF	ROOF OPENING
RM	ROOM
SH	SINGLE HUNG
S.R.	SHELF AND ROOF
S.F.	SQUARE FEET
S.P.	SUMP PUMP
STL	STEEL
TRNG	TYPICAL
TRNG	TRANSOM
UNED.	UNEXCAVATED
VAN	VANITY
W	WASHER
WH	WITH
WH	WATER HEATER

ELECTRIC SYMBOLS

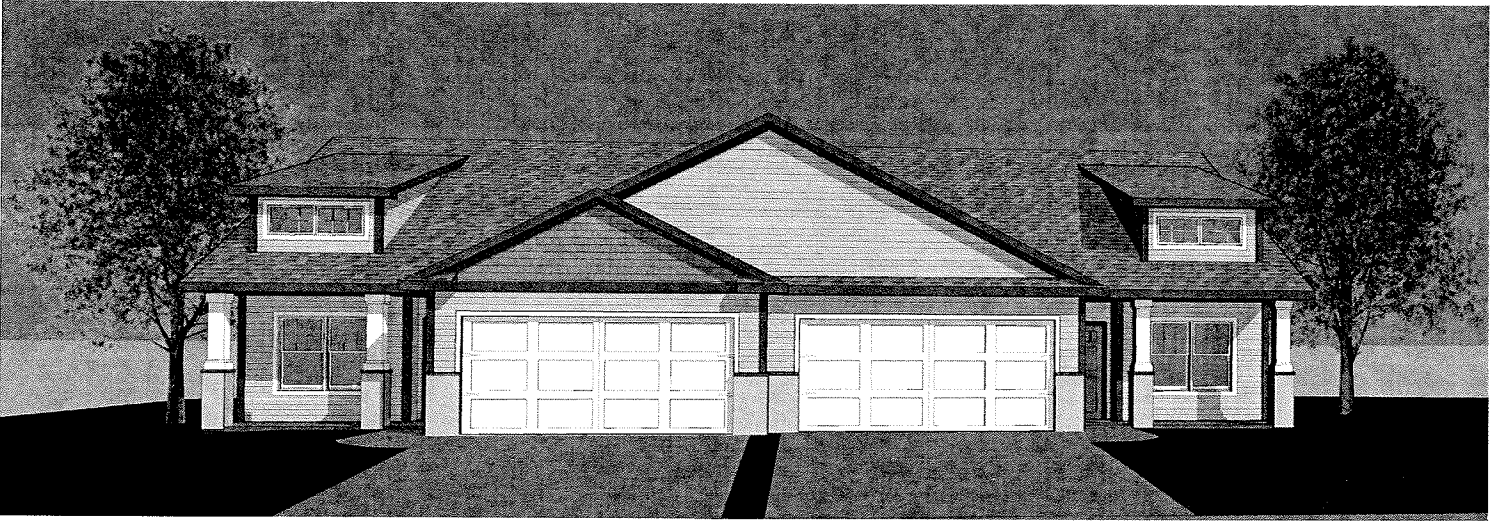
	SINGLE POLE SWITCH
	THREE WAY SWITCH
	DIMMER SWITCH
	SINGLE RECEPTACLE OUTLET
	DUPLEX RECEPTACLE OUTLET
	PHONE OUTLET
	CABLE OUTLET
	EXHAUST FAN
	LIGHT WITH FAN
	SMOKE/HEAT DETECTOR
	GARAGE DOOR OPENER
	ELECTRIC PANEL
	CEILING MOUNTED LIGHT
	PULL CHAIN LIGHT
	RECESSED LIGHT
	WALL MOUNTED LIGHT
	W.M. MOTION DETECTOR LIGHT
	FLUORESCENT LIGHT
	BARE LIGHT

MISC. SYMBOLS

	FROST PROOF HOSE BIB
	FLOOR LINE ABOVE
	STRUCTURAL BEAM/HEADER OR GIRDER TRUSS

DRAWING LIST

A.0	Cover Page
A.1	Elevations
A.2	Elevations
A.3	Foundations
A.4	Main Floor
A.5	Party Wall Sections
A.6	Details



PLUM DESIGN SERVICES  
1100 ALICE'S ROAD, WAUKEGON, IOWA 50263-1100  
TELEPHONE: 515.978.6260 FAX: 515.978.6261

PLUM DESIGN SERVICE, INC. ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. WE ARE NOT A LICENSED ARCHITECT OR ENGINEER. THESE PLANS ARE PROVIDED ON AN "AS IS" BASIS AND IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR OWNER TO VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS, AND FLOOR PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR AND/OR OWNER SHALL NOTIFY PLUM DESIGN SERVICE, INC. IMMEDIATELY IF ANY ERRORS OR OMISSIONS FOR POSSIBLE CORRECTION ARE IDENTIFIED PRIOR TO START OF CONSTRUCTION. NO WARRANTIES EXPRESS OR IMPLIED INCLUDING COMPLIANCE WITH THIS PLAN WITH APPLICABLE BUILDING CODES REQUIREMENTS ARE MADE.

SLAB ON GRADE

BLK Investments, LLC  
Duplex

GENERAL CONSTRUCTION NOTES

1. GENERAL

- ALL CONSTRUCTION AND MATERIALS SHALL MEET OR EXCEED IRC 2006. LOCAL BUILDING CODES MAY HAVE DIFFERENT SPECIFICATIONS AND REQUIREMENTS THAN WHAT IS LISTED IN THE IRC 2006. THESE LOCAL REQUIREMENTS WILL SUPERSEDE THE IRC 2006. SEE THE LOCAL BUILDING DEPARTMENT FOR CHANGES.
- CONTRACTOR TO CONFIRM THE SIZE, SPACING AND SPECIES OF LUMBER OF ALL STRUCTURAL AND FRAMING MEMBERS. ANY STRUCTURAL AND FRAMING MEMBERS NOT INDICATED ARE TO BE SIZED BY OWNER/CONTRACTOR. THE OWNER/CONTRACTOR IS RESPONSIBLE FOR PREVENTIVE MEASURE OF THE BUILD UP OF MOISTURE OR MOLD.
- ALL PRODUCTS ARE TO BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
- ALL MECHANICAL, PLUMBING AND ELECTRICAL SYSTEMS ARE TO BE DESIGNED BY OTHERS.

2. DESIGN CRITERIA

- BUILDING AND STRUCTURES, AND ALL PARTS THEREOF, SHALL BE CONSTRUCTED TO SAFELY SUPPORT ALL LOADS INCLUDING DEAD LOADS, LIVE LOADS, ROOF LOADS, FLOOD LOADS, SNOW LOADS, WIND LOADS, AND SEISMIC LOADS AS PRESCRIBED BY THIS CODE (IRC 2006).
- TABLE 501.2(4) IRC 2006 VALUES BASED FROM THE CITY OF DES MOINES, IOWA.

TYPE OF LOAD	AREA OR VOLUME	DESIGN VALUE	DESIGN VALUE	DESIGN VALUE	DESIGN VALUE	DESIGN VALUE	DESIGN VALUE	DESIGN VALUE	DESIGN VALUE
SLAB	10	10	10	10	10	10	10	10	10

MINIMUM LIVE LOADS (R301.5) IRC 2006	20 PSF	MINIMUM ROOF LIVE LOADS (R301.5) IRC 2006	20 PSF
ATTIC WITH LIMITED STORAGE	10 PSF	ROOF TRUSS LIVE LOAD (R301.5)	20 PSF
ATTIC WITH OUT STORAGE	10 PSF	GROUND SNOW (R301.5)	20 PSF
DECKS	40 PSF	FLAT ROOF SNOW (R301.5)	20 PSF
EXTENSIVE BALCONIES	60 PSF		
GUARDRAILS AND HANDRAILS	200 PSF		
ROOM OTHER THAN SLEEPING ROOMS	40 PSF	THERMAL CONDUCTION	C=1.0
SLEEPING ROOMS	30 PSF	TERRAIN EXPOSURE	B
STAIRS	40 PSF	DURATION OF LOAD-SNOW	1.15

LESS DEFLECTION		UNBALANCED AND SNOW DRIFT LOADS	
FLOOR/CEILING	1/400	ACCORDING TO ASCE 7.6	
FLOOR TOTAL LOAD	1.000		
ROOF LIVE LOAD	1.000	WIND DESIGN METHOD	WINDUC-HYBRID ASCE 7.6
ROOF TOTAL LOAD	1.000	EXPOSURE CATEGORY	B
		DURATION OF LOAD-WIND	1.69

ALL BEAMS SUPPORTING FLOOR OR ROOF LOADS ARE TO BE DESIGNED WITH THE ABOVE DEFLECTION CRITERIA.

DEAD LOADS (ANY ADDITIONAL OR CHANGES TO MATERIAL NEEDS TO BE ADJUSTED TO THE BELOW CALCULATIONS)		ROOF TOP CHORDS	
FLOOR TOP CHORDS			
CARPET AND PAD	1.5 PSF		
3/4" CERAMIC TILE/2" BACKER BD	10 PSF		
3/4" HARDWOOD FLOOR	4.0 PSF		
SUBGIRTS OR SUBGIRTS	2.0 PSF		
1/2" FLOOR TRUSS-JOIST SYSTEM	1.5 PSF		
TOTAL WITH CARPET/PAD	5.5 PSF	TOTAL	5.00 PSF
TOTAL WITH TILE BACKER BD	10.5 PSF		
TOTAL WITH HARDWOOD FLOOR	7.5 PSF		
FLOOR-BOTTOM CHORDS			
10 FLOOR TRUSS-JOIST SYSTEM	1.0 PSF		
5/8" GYPSUM	2.0 PSF		
MINIMUM FOR MISC. MECHANICAL/ELEC	0.7 PSF		
TOTAL	5.0 PSF	TOTAL	7.00 PSF

3. ROOM REQUIREMENTS

- CEILING HEIGHT (R301.5) HABITABLE ROOMS, HALLWAYS, CORRIDORS, BATHROOMS, TOILET ROOM, LAUNDRY ROOMS, AND BASEMENTS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET. THE REQUIRED HEIGHT IS MEASURED FROM FINISH FLOOR TO THE LOWEST FINISH CEILING FROM THE CEILING.
- EXCEPTION 1: BEAMS AND GIRDERS SPACED LESS THAN 4 FEET ON CENTER MAY PROJECT NOT MORE THAN 6 INCHES BELOW THE REQUIRED CEILING HEIGHT.
2. CEILING IN BASEMENT WITHOUT HABITABLE SPACES MAY PROJECT NOT MORE THAN 6 INCHES OF FINISHED FLOOR.
3. FLOOR ROOMS WITH SLOPED CEILING AT LEAST 80 PERCENT OF THE REQUIRED FLOOR AREA OF THE ROOM MUST HAVE A CEILING HEIGHT OF AT LEAST 7 FEET AND NO PORTION OF THE REQUIRED FLOOR AREA MAY HAVE A CEILING HEIGHT OF LESS THAN 7 FEET.
4. BATHROOMS SHALL HAVE A MINIMUM CEILING HEIGHT OF 8 FEET 6 INCHES OVER THE FRONT OF THE TUB OR SHOWER.
5. ROOM DIMENSIONS (R304.3) THE MINIMUM LENGTH OR WIDTH OF ANY HABITABLE ROOM SHALL NOT BE LESS THAN 7' 0" CLEAR IN ANY HORIZONTAL DIMENSION. THE MINIMUM AREA OF ANY HABITABLE ROOM SHALL NOT BE LESS THAN 70 SQ. FEET. EXCEPT KITCHEN (R304.2).
6. LIGHT AND VENTILATION (R301.5) IN HABITABLE ROOMS, PROVIDE NATURAL LIGHT AND VENTILATION WITH OPERABLE WINDOWS. WINDOWS SHALL NOT BE LESS THAN 8% OF THE FLOOR AREA OF EACH ROOM. 10. THE REQUIRED WINDOW AREA SHALL BE OPERABLE TO THE EXTERIOR FOR VENTILATION. BATHROOMS MAY HAVE AN OPERABLE WINDOW OF 3 S.F. IN AREA. NONHABITABLE ROOMS, INCLUDING BATHROOMS, MAY BE VENTILATED WITH EXHAUST FANS AND ARTIFICIAL LIGHT. EXCEPTED: ESCAPE WINDOWS (R301.5), BASEMENT AND GROUND-LEVEL AREA SHALL HAVE AN EMERGENCY ESCAPE WINDOW THAT IS AT LEAST 20" IN WIDTH (NET), 24" IN HEIGHT (NET) WHEN OPEN AND HAVE AN OPERABLE AREA OF AT LEAST 5.7 SQUARE FEET IN AREA. ESCAPE WINDOWS SHALL BE INSTALLED WITH A SILL HEIGHT OF NO MORE THAN 44" ABOVE THE FLOOR. EGRESS WINDOW WELLS MUST PROJECT A MINIMUM OF 36" AND PROVIDED OVER 8 SQ. FT. OF NET CLEAR AREA. LADDERS ARE REQUIRED IF THE WELL IS OVER 44" DEEP. LADDERS SHALL BE A MIN. OF 12" WIDE.

4. BUILDING REQUIREMENTS

- ATTIC ACCESS (R301.5) PROVIDE ACCESS TO ATTIC SPACE WITH AN ACCESS DOOR AT LEAST 22" X 30" IN SIZE. LOCATE THE ACCESS DOOR WHERE THERE IS AT LEAST 30" OF CLEAR HEAD SPACE.
- ATTIC MUST BE VENTILATED WITH TOTAL AREA OF ATTIC VENTS AT LEAST 1.6 S.F. (NET) FOR EACH 300 S.F. OF ATTIC AREA TO BE VENTILATED. ATTIC VENTS ARE NOT SHOWN ON THE PLAN/SECTION/DETAILS.
- SMOKE ALARMS ARE REQUIRED IN ALL BEDROOMS. AT ALL WALLS LEADING TO BEDROOMS. AND AT EACH LEVEL INCLUDING THE BASEMENT. ADDITIONAL ALARMS MAY BE REQUIRED IN SEPARATED SPACE OF THE BASEMENT. SEE BUILDING DEPARTMENT. SMOKE ALARMS SHALL BE HARD WIRED TOGETHER IN SERIES WITH BATTERY BACK UP (R310.5).
- STAIRWAY ARE TO BE A MINIMUM OF 36" WIDE (FINISHED) (R311.5.1) WITH A MINIMUM HEADROOM OF 8 FEET 6 INCHES (R311.5.2). THE MAXIMUM RISER IS 7 3/4" (R311.5.3.1) WITH A MINIMUM RUN OF 10" (R311.5.3.2). HANDRAILS SHALL BE PROVIDED ON AT LEAST ONE SIDE OF EACH CONTINUOUS RUN OF TREADS OR FLIGHT WITH 4.0 MORE RISERS (R311.5.3.4). A FLIGHT OF STAIRS SHALL NOT HAVE A VERTICAL RISE LARGER THAN 10 FEET BETWEEN FLOORS OR LANDINGS (R311.5.4). PROVIDE OUT GOING DOWN STAIRS AND SLASH BLOCKS AS NECESSARY.
- FOUNDATION/CONCRETE
- A. IN AREAS LIKELY TO HAVE EXPANSIVE, COMPRESSIBLE, SHIFTING OR OTHER UNKNOWN SOIL CHARACTERISTICS, THE BUILDING OFFICIAL SHALL DETERMINE WHETHER A SOIL TEST IS REQUIRED. (R401.4) A SOIL CAPACITY OF 2000 PSF IS ASSUMED.
- B. CONCRETE SHALL HAVE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. GARAGE FLOOR SLAB SHALL BE 5.00 AT 28 DAYS. PORCHES, CARPORT SLABS AND STEPS EXPOSED TO THE WEATHER SHALL BE 3.500 PSI AT 28 DAYS (R402.2). CONCRETE SHALL BE AIR ENTRAINED WITH 5%-% TOTAL AIR CONTENT.
- C. ALL FOOTING SHALL BE PLACED ON UNDISTURBED SOIL OR CONTROLLED COMPACTED FILL. MINIMUM FOOTING TO BE 12" WIDE X 18" DEEP FOR 1-2 STORY BUILDING AND 18" WIDE X 24" DEEP FOR 3-4 STORY BUILDING (TABLE 4-2.1) WITH 2 CONTINUOUS HORIZONTAL REBAR.
- D. ALL ANCHOR BOLTS SHALL BE 1/2" IN DIAMETER AND SHALL EXTEND A MINIMUM OF 7" INTO CONCRETE. USE TWO BOLTS PER SILL PLATE WITH BOLTS SPACED AT A MAXIMUM OF 5 FEET ON CENTER WITH A MINIMUM OF ONE BOLT NOT MORE THAN 12 INCHES FROM THE END BUT AT LEAST 1.10 INCHES FROM END OF SILL PLATE (R401.5.1). ALTERNATE FOUNDATION STRIPS MAY BE USED SPECIFICATION TO PROVIDE EQUIVALENT ANCHOR TO A 1/2" DIAMETER ANCHOR BOLTS.
- F. CONCRETE FOUNDATION WALLS SHALL BE CONSTRUCTED AS SET FORTH IN TABLE R401.5.1, REFER TO TYPICAL WALL SECTION IN THIS PLAN FOR SPECIFICATION.

5. WOOD FRAMING

WOOD FRAMING	APA RATED SHEATHING
CEILING HEIGHT (R301.5) HABITABLE ROOMS, HALLWAYS, CORRIDORS, BATHROOMS, TOILET ROOM, LAUNDRY ROOMS, AND BASEMENTS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET. THE REQUIRED HEIGHT IS MEASURED FROM FINISH FLOOR TO THE LOWEST FINISH CEILING FROM THE CEILING.	MINIMUM 5/8" STUD OR DOUBLE FLOOR/STUD
EXCEPTION 1: BEAMS AND GIRDERS SPACED LESS THAN 4 FEET ON CENTER MAY PROJECT NOT MORE THAN 6 INCHES BELOW THE REQUIRED CEILING HEIGHT.	MINIMUM 5/8" OR BETTER
2. CEILING IN BASEMENT WITHOUT HABITABLE SPACES MAY PROJECT NOT MORE THAN 6 INCHES OF FINISHED FLOOR.	15% PLATE MINIMUM
3. FLOOR ROOMS WITH SLOPED CEILING AT LEAST 80 PERCENT OF THE REQUIRED FLOOR AREA OF THE ROOM MUST HAVE A CEILING HEIGHT OF AT LEAST 7 FEET AND NO PORTION OF THE REQUIRED FLOOR AREA MAY HAVE A CEILING HEIGHT OF LESS THAN 7 FEET.	THE ENDS OF EACH JOIST, BEAM OR GIRDER SHALL HAVE NOT LESS THAN 1.5 INCHES OF BEARING ON WOOD OR METAL AND NOT LESS THAN 1 INCHES ON CONCRETE (R302.4)
4. BATHROOMS SHALL HAVE A MINIMUM CEILING HEIGHT OF 8 FEET 6 INCHES OVER THE FRONT OF THE TUB OR SHOWER.	WOOD TRUSSES SHALL BE DESIGNED AND MANUFACTURED IN ACCORDANCE WITH ANSI/TPI-1. REFER TO THE MANUFACTURER'S TRUSS DESIGN DRAWINGS FOR WEB BRACING AND ALL CONNECTIONS OF GIRDERS. EACH JOIST SHOULD BE TYPICAL FOR HANDLING INSTALLATION AND BRACING OF METAL PLATE TRUSSES.
5. ROOM DIMENSIONS (R304.3) THE MINIMUM LENGTH OR WIDTH OF ANY HABITABLE ROOM SHALL NOT BE LESS THAN 7' 0" CLEAR IN ANY HORIZONTAL DIMENSION. THE MINIMUM AREA OF ANY HABITABLE ROOM SHALL NOT BE LESS THAN 70 SQ. FEET. EXCEPT KITCHEN (R304.2).	NO CUTS, NOTCHES AND HOLES BORED INTO TRUSSES. STRUCTURAL COMPOSITE LUMBER, GLULAMATED MEMBERS OR JOISTS ARE PROHIBITED EXCEPT WHERE PERMITTED BY THE MANUFACTURER'S RECOMMENDATION OR DESIGN BY PROFESSIONAL (R304.2.1).
6. LIGHT AND VENTILATION (R301.5) IN HABITABLE ROOMS, PROVIDE NATURAL LIGHT AND VENTILATION WITH OPERABLE WINDOWS. WINDOWS SHALL NOT BE LESS THAN 8% OF THE FLOOR AREA OF EACH ROOM. 10. THE REQUIRED WINDOW AREA SHALL BE OPERABLE TO THE EXTERIOR FOR VENTILATION. BATHROOMS MAY HAVE AN OPERABLE WINDOW OF 3 S.F. IN AREA. NONHABITABLE ROOMS, INCLUDING BATHROOMS, MAY BE VENTILATED WITH EXHAUST FANS AND ARTIFICIAL LIGHT. EXCEPTED: ESCAPE WINDOWS (R301.5), BASEMENT AND GROUND-LEVEL AREA SHALL HAVE AN EMERGENCY ESCAPE WINDOW THAT IS AT LEAST 20" IN WIDTH (NET), 24" IN HEIGHT (NET) WHEN OPEN AND HAVE AN OPERABLE AREA OF AT LEAST 5.7 SQUARE FEET IN AREA. ESCAPE WINDOWS SHALL BE INSTALLED WITH A SILL HEIGHT OF NO MORE THAN 44" ABOVE THE FLOOR. EGRESS WINDOW WELLS MUST PROJECT A MINIMUM OF 36" AND PROVIDED OVER 8 SQ. FT. OF NET CLEAR AREA. LADDERS ARE REQUIRED IF THE WELL IS OVER 44" DEEP. LADDERS SHALL BE A MIN. OF 12" WIDE.	FIRE BLOCKING SHALL BE PROVIDED TO CUT OFF ALL CONCEALED DRAFT OPENING BOTH VERTICAL AND HORIZONTAL, AND TO FORM AN EFFECTIVE FIRE BARRIER BETWEEN STORIES. AND BETWEEN A TOP STORY AND ROOF SPACE (R302.4).
7. CEILING HEIGHT (R301.5) HABITABLE ROOMS, HALLWAYS, CORRIDORS, BATHROOMS, TOILET ROOM, LAUNDRY ROOMS, AND BASEMENTS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET. THE REQUIRED HEIGHT IS MEASURED FROM FINISH FLOOR TO THE LOWEST FINISH CEILING FROM THE CEILING.	ALL EXTERIOR WALLS SHALL BE BRACED IN ACCORDANCE WITH SECTION R602.10. MINIMUM 3/4" PANEL SHEATHING.
8. EXCEPTION 1: BEAMS AND GIRDERS SPACED LESS THAN 4 FEET ON CENTER MAY PROJECT NOT MORE THAN 6 INCHES BELOW THE REQUIRED CEILING HEIGHT.	THE ALLOWABLE SPANS OF GIRDERS/BEAMS FURNISHED FROM DIMENSIONAL LUMBER ON EXTERIOR WALLS SHALL NOT EXCEED THE VALUES OF TABLE R602.10.1.

WOOD FRAMING	APA RATED SHEATHING
CEILING HEIGHT (R301.5) HABITABLE ROOMS, HALLWAYS, CORRIDORS, BATHROOMS, TOILET ROOM, LAUNDRY ROOMS, AND BASEMENTS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET. THE REQUIRED HEIGHT IS MEASURED FROM FINISH FLOOR TO THE LOWEST FINISH CEILING FROM THE CEILING.	MINIMUM 5/8" STUD OR DOUBLE FLOOR/STUD
EXCEPTION 1: BEAMS AND GIRDERS SPACED LESS THAN 4 FEET ON CENTER MAY PROJECT NOT MORE THAN 6 INCHES BELOW THE REQUIRED CEILING HEIGHT.	MINIMUM 5/8" OR BETTER
2. CEILING IN BASEMENT WITHOUT HABITABLE SPACES MAY PROJECT NOT MORE THAN 6 INCHES OF FINISHED FLOOR.	15% PLATE MINIMUM
3. FLOOR ROOMS WITH SLOPED CEILING AT LEAST 80 PERCENT OF THE REQUIRED FLOOR AREA OF THE ROOM MUST HAVE A CEILING HEIGHT OF AT LEAST 7 FEET AND NO PORTION OF THE REQUIRED FLOOR AREA MAY HAVE A CEILING HEIGHT OF LESS THAN 7 FEET.	THE ENDS OF EACH JOIST, BEAM OR GIRDER SHALL HAVE NOT LESS THAN 1.5 INCHES OF BEARING ON WOOD OR METAL AND NOT LESS THAN 1 INCHES ON CONCRETE (R302.4)
4. BATHROOMS SHALL HAVE A MINIMUM CEILING HEIGHT OF 8 FEET 6 INCHES OVER THE FRONT OF THE TUB OR SHOWER.	WOOD TRUSSES SHALL BE DESIGNED AND MANUFACTURED IN ACCORDANCE WITH ANSI/TPI-1. REFER TO THE MANUFACTURER'S TRUSS DESIGN DRAWINGS FOR WEB BRACING AND ALL CONNECTIONS OF GIRDERS. EACH JOIST SHOULD BE TYPICAL FOR HANDLING INSTALLATION AND BRACING OF METAL PLATE TRUSSES.
5. ROOM DIMENSIONS (R304.3) THE MINIMUM LENGTH OR WIDTH OF ANY HABITABLE ROOM SHALL NOT BE LESS THAN 7' 0" CLEAR IN ANY HORIZONTAL DIMENSION. THE MINIMUM AREA OF ANY HABITABLE ROOM SHALL NOT BE LESS THAN 70 SQ. FEET. EXCEPT KITCHEN (R304.2).	NO CUTS, NOTCHES AND HOLES BORED INTO TRUSSES. STRUCTURAL COMPOSITE LUMBER, GLULAMATED MEMBERS OR JOISTS ARE PROHIBITED EXCEPT WHERE PERMITTED BY THE MANUFACTURER'S RECOMMENDATION OR DESIGN BY PROFESSIONAL (R304.2.1).
6. LIGHT AND VENTILATION (R301.5) IN HABITABLE ROOMS, PROVIDE NATURAL LIGHT AND VENTILATION WITH OPERABLE WINDOWS. WINDOWS SHALL NOT BE LESS THAN 8% OF THE FLOOR AREA OF EACH ROOM. 10. THE REQUIRED WINDOW AREA SHALL BE OPERABLE TO THE EXTERIOR FOR VENTILATION. BATHROOMS MAY HAVE AN OPERABLE WINDOW OF 3 S.F. IN AREA. NONHABITABLE ROOMS, INCLUDING BATHROOMS, MAY BE VENTILATED WITH EXHAUST FANS AND ARTIFICIAL LIGHT. EXCEPTED: ESCAPE WINDOWS (R301.5), BASEMENT AND GROUND-LEVEL AREA SHALL HAVE AN EMERGENCY ESCAPE WINDOW THAT IS AT LEAST 20" IN WIDTH (NET), 24" IN HEIGHT (NET) WHEN OPEN AND HAVE AN OPERABLE AREA OF AT LEAST 5.7 SQUARE FEET IN AREA. ESCAPE WINDOWS SHALL BE INSTALLED WITH A SILL HEIGHT OF NO MORE THAN 44" ABOVE THE FLOOR. EGRESS WINDOW WELLS MUST PROJECT A MINIMUM OF 36" AND PROVIDED OVER 8 SQ. FT. OF NET CLEAR AREA. LADDERS ARE REQUIRED IF THE WELL IS OVER 44" DEEP. LADDERS SHALL BE A MIN. OF 12" WIDE.	FIRE BLOCKING SHALL BE PROVIDED TO CUT OFF ALL CONCEALED DRAFT OPENING BOTH VERTICAL AND HORIZONTAL, AND TO FORM AN EFFECTIVE FIRE BARRIER BETWEEN STORIES. AND BETWEEN A TOP STORY AND ROOF SPACE (R302.4).
7. CEILING HEIGHT (R301.5) HABITABLE ROOMS, HALLWAYS, CORRIDORS, BATHROOMS, TOILET ROOM, LAUNDRY ROOMS, AND BASEMENTS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET. THE REQUIRED HEIGHT IS MEASURED FROM FINISH FLOOR TO THE LOWEST FINISH CEILING FROM THE CEILING.	ALL EXTERIOR WALLS SHALL BE BRACED IN ACCORDANCE WITH SECTION R602.10. MINIMUM 3/4" PANEL SHEATHING.
8. EXCEPTION 1: BEAMS AND GIRDERS SPACED LESS THAN 4 FEET ON CENTER MAY PROJECT NOT MORE THAN 6 INCHES BELOW THE REQUIRED CEILING HEIGHT.	THE ALLOWABLE SPANS OF GIRDERS/BEAMS FURNISHED FROM DIMENSIONAL LUMBER ON EXTERIOR WALLS SHALL NOT EXCEED THE VALUES OF TABLE R602.10.1.

- TRUSSES SHALL BE CONNECTED TO WALL BY USE OF APPROVED CONNECTORS HAVING A RESISTANCE TO UPLIFT OF NOT LESS THAN 1500 POUNDS AND PER THE MANUFACTURE SPECIFICATIONS.
- PROTECTION FROM DECAY SHALL BE PROVIDED IN THE FOLLOWING LOCATION BY THE USE OF NATURALLY DURABLE OR PRESERVATIVE TREATED LUMBER (R318.4).
  - ALL WOOD FRAMING THAT REST ON CONCRETE EXTERIOR FOUNDATION WALLS AND ARE LESS THAN 4" FROM THE EXPOSED GROUND.
  - BILLS AND GIRDERS ON A CONCRETE SLAB THAT IS IN DIRECT CONTACT WITH THE GROUND UNLESS SEPARATED FROM SUCH SLAB BY AN IMPERVIOUS MOISTURE BARRIER.
  - THE ENDS OF WOOD GIRDERS ENTERING EXTERIOR CONCRETE WALLS HAVING CLEARANCE OF LESS THAN 4" FROM TOP OF GIRDERS AND ENDS.
  - WOOD SIDING, SHEATHING AND WALL FRAMING ON THE EXTERIOR OF A BUILDING HAVING A CLEARANCE OF LESS THAN 1 INCHES FROM THE GROUND.
  - ALL LUMBER IN CONTACT WITH THE GROUND, EMBEDDED IN CONCRETE IN DIRECT CONTACT WITH THE GROUND OR EMBEDDED IN CONCRETE EXPOSED TO THE WEATHER THAT SUPPORTS PERMANENT STRUCTURES (R318.4).
- ALL RM AND BOX JOIST SPACES BETWEEN TOP OF THE FOUNDATION WALL AND FLOOR/GROUPE LINE SHALL BE INSULATED WITH THE SAME MATERIAL USED FOR EXTERIOR WALLS. ALL EXTERIOR CORNERS AND INTERIOR PARTITIONS TO EXTERIOR WALLS THAT ARE CLOSED OFF TO FUTURE INSULATION MUST BE INSULATED DURING FRAMING OF WALL.
- ALL BRACING AND FASTENING SHOULD COMPLY WITH THE IRC TABLE R502.3.1.1, FASTENER SCHEDULE FOR STRUCTURAL MEMBERS.
- STRUCTURAL STEEL
- A. ALL STRUCTURAL STEEL SHALL CONFORM WITH ASTM SPECIFICATION A36 OR 50 OR EQUIV. AND SHALL HAVE BRIDGE CLIPPING AT 4 FEET ON CENTER TO RESIST LATERAL DEFLECTION.
- B. ALL FRAMING TO BE ATTACHED TO STRUCTURAL STEEL IN ACCORDANCE WITH GOVERNING CODES.

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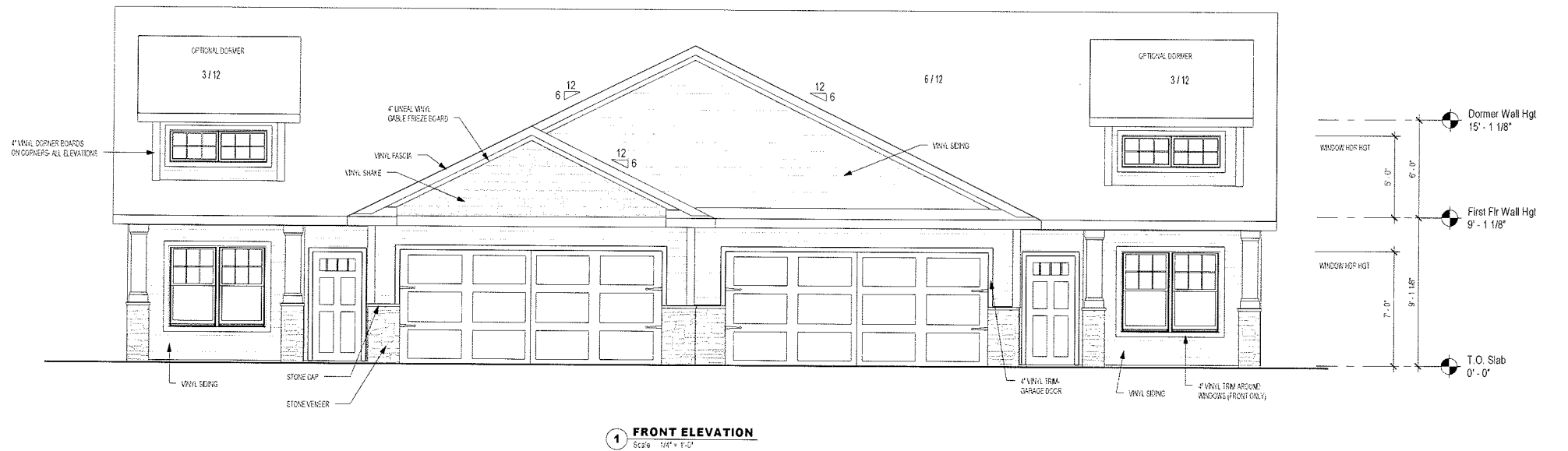
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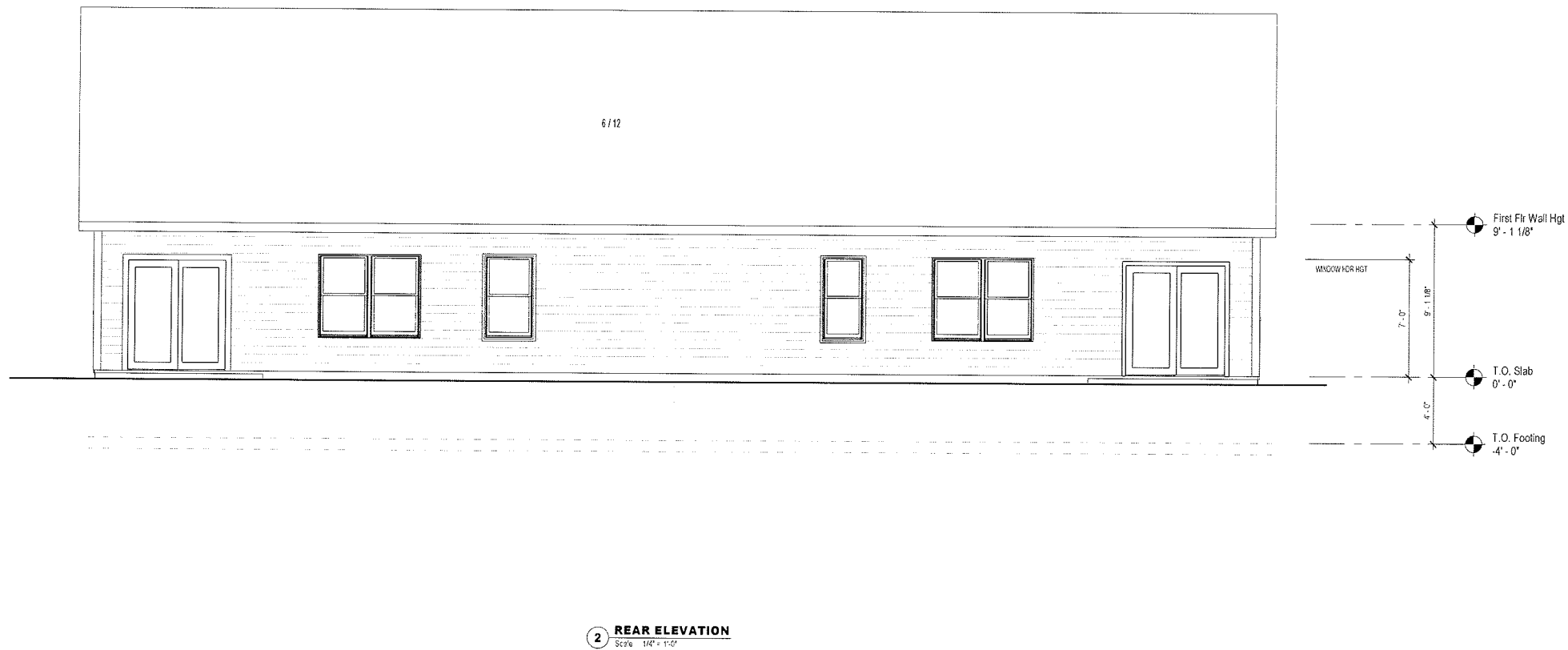
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A.0



ESTIMATED WALL...	
Lap Siding	2895 SF
Shake Material	52 SF
Stone Veneer	92 SF



PLUM DESIGN SERVICES  
1100 ALICE'S ROAD, WAUKESHA, WIS. 53081-1300  
TELEPHONE 515.978.6260 FAX 515.978.6261

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Elevations  
1/4" = 1'-0"

A.1





PLUM DESIGN SERVICES  
1100 ALICE'S ROAD WAUKEE, IOWA 50263-1100  
TELEPHONE 515-978-6260 FAX 515-978-6261

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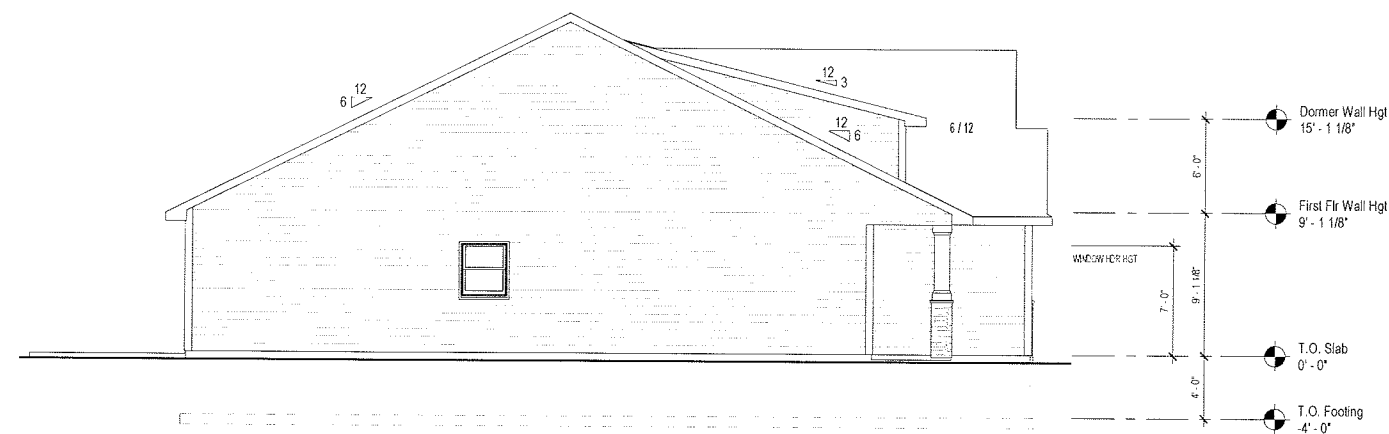
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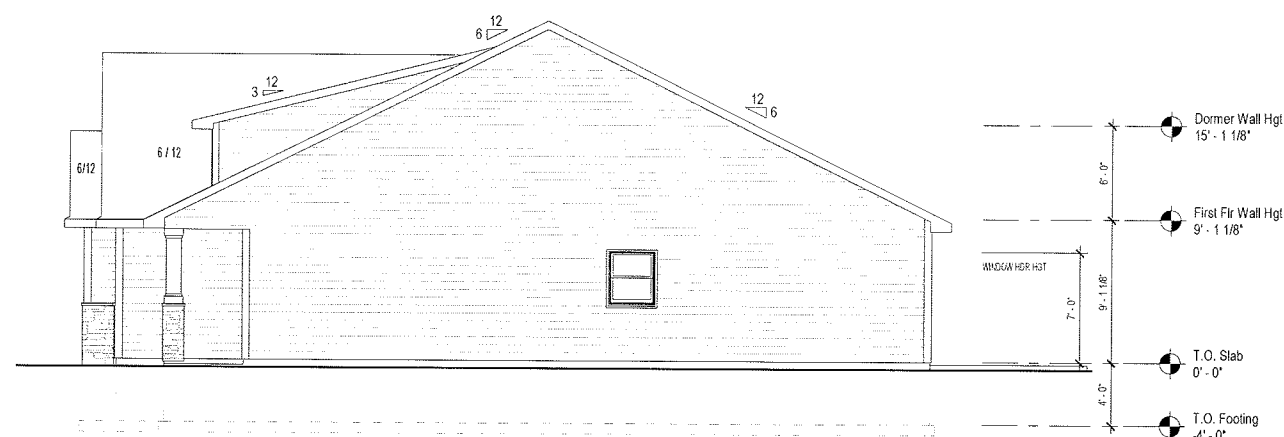
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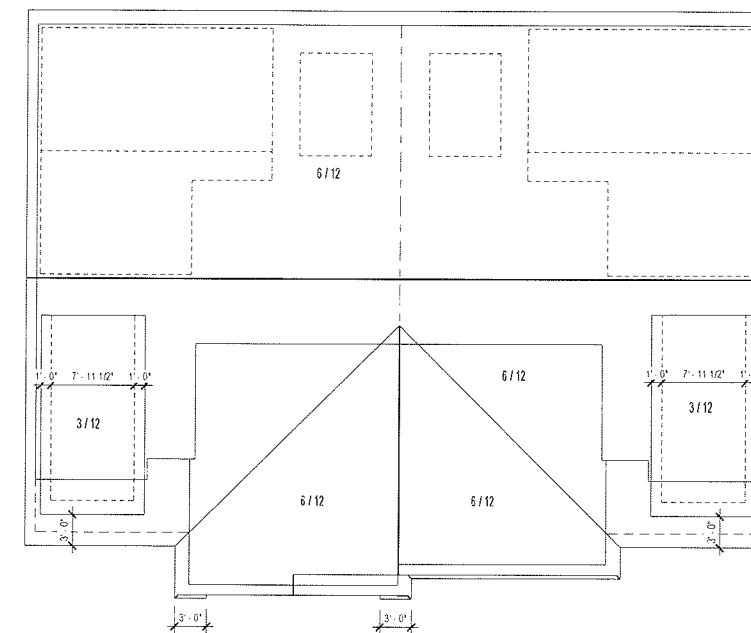
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1 LEFT ELEVATION  
Scale 3/16" = 1'-0"



2 RIGHT ELEVATION  
Scale 3/16" = 1'-0"



3 ROOF PLAN  
Scale 1/8" = 1'-0"

ROOF PLAN LEGEND				
SYMBOL	PLATE RISE	PITCH	OVERHANG	HEEL HGT.
A	5'-1 1/8"	6/12	1'-2"	4'-0"
B	15'-1 1/8"	3/12	1'-2"	4'-0"
ALL RAISE OVERHANGS ARE 12" UNLESS NOTED				

ESTIMATED ROOF SF	
4637 SF	

COMPARISON OF ROOF AREA TO THE SUPPLY AREA OF THE ROOF  
THE ABOVE LISTED ROOF AREA IS BASED ON THE ROOF  
AREA OF THE ROOF AREA OF THE ROOF AREA OF THE ROOF

WINDOW SCHEDULE						
ID	QTY	TYPE	ROUGH OPENINGS WIDTH	HEIGHT	HEADER HEIGHT	SPECIAL NOTES
A	4	3580-2 DH	6'-0"	6'-0"	7'-0"	Meets Egress
B	2	3582 DH	3'-0"	3'-0"	3'-0"	
C	1	3580 DH	2'-0"	6'-0"	7'-0"	
D	1	3580 DH	3'-0"	6'-0"	7'-0"	Meets Egress
E	2	3524-2 F	6'-0"	2'-0"	6'-0"	Fixed

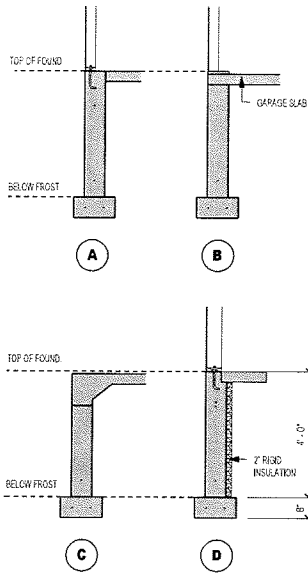
DOOR SCHEDULE					
ID	QTY	DOOR SIZE	ROUGH OPENINGS WIDTH	HEIGHT	SPECIAL NOTES
D1	2	3-0 x 6-8	3'-2 1/2"	6'-11 1/4"	Entry Door
D2	2	2-8 x 6-8 F	2'-10 1/2"	6'-11 1/4"	20 Min. Fire Rated
D3	2	6-0 x 6-8 Patio Door	6'-0"	6'-0"	Patio Door
D4	2	16-0 x 7-0	16'-3"	7'-1 1/2"	Garage Door
D5	2	6-0 x 6-8	5'-1 1/2"	6'-10"	Bi-Fold
D7	2	2'-4" x 6-8"	4'-5"	7'-1"	Pocket Door/Wentry Ro
D8	2	2'-8" x 6-8"	5'-0"	7'-1"	Pocket Door/Wentry Ro
D9	12	2-4 x 6-8	2'-0"	6'-10 1/2"	
D10	2	2-6 x 6-8	2'-8"	6'-10 1/2"	
D11	4	2-8 x 6-8	2'-10"	6'-10 1/2"	

### GENERAL CONSTRUCTION NOTES

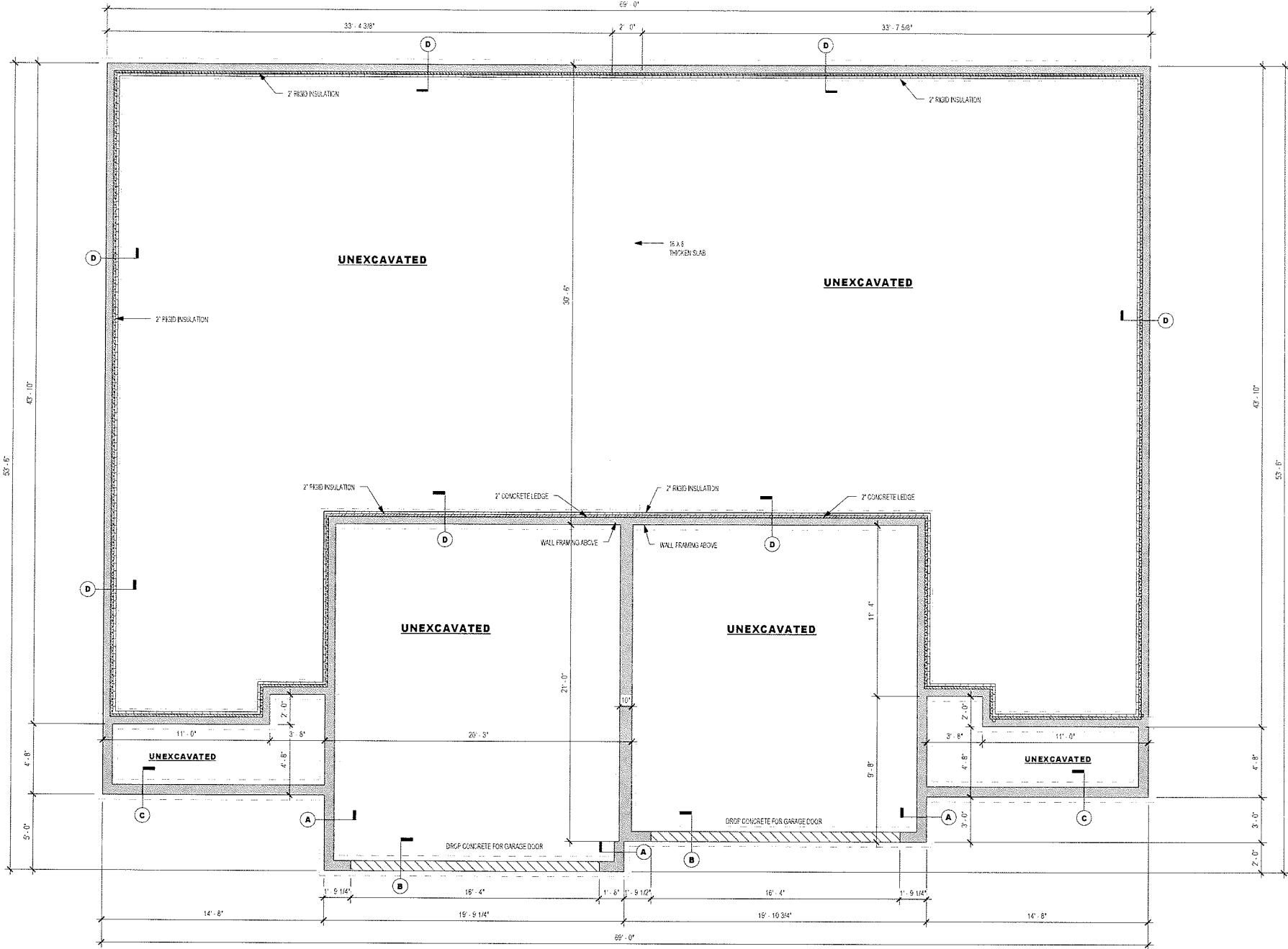
1. 8" x 4'-0" POURED CONCRETE WALLS ON FOUNDATION
2. 2X4 WALLS (8'-4 1/8" HGT.) ON MAIN FLOOR UNLESS OTHERWISE NOTED
3. 2X4 GARAGE WALLS
3. EXTERIOR DIMENSIONS ARE FROM THE OUTSIDE OF SHEATHING TO OUTSIDE OF SHEATHING OR FROM FACE OF MASONRY TO FACE OF MASONRY.
4. INTERIOR DIMENSIONS ARE FROM THE FACE OF STUD TO FACE OF STUD.
5. ALL EXTERIOR HEADERS TO BE (4) 2X10 UNLESS NOTED OTHERWISE.
6. ALL HEADERS AND BEAMS ARE DROPPED BELOW DECK PLATE UNLESS NOTED AS FLUSH.
7. 20 MINUTE FIRE DOOR W/ SELF CLOSING HINGES BETWEEN GARAGE AND LIVING AREAS.
8. REFER TO LOCAL BUILDING CODES FOR SPECIFIC SMOKE ALARM LOCATIONS.

AREA SCHEDULE (4" FLATWORK)		
LOCATION	AREA	CUBIC YARDS
Floor: Front Porch	81 SF	1.0 CY
Floor: Garage	352 SF	4.8 CY
Floor: Front Porch	81 SF	1.0 CY
Floor: Garage	430 SF	5.3 CY

AREA SCHEDULE	
NAME	SQ. FT.
Main Floor-Unit 1	1240 SF
Main Floor-Unit 2	1239 SF
	2479 SF
Garage-Unit 1	451 SF
Garage-Unit 2	411 SF
	862 SF



**2 FOUNDATION SECTIONS**  
Scale: 3/8" = 1'-0"



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1100 ALICE'S ROAD, WAUKEE, IOWA 50865-1100  
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Foundation  
As indicated

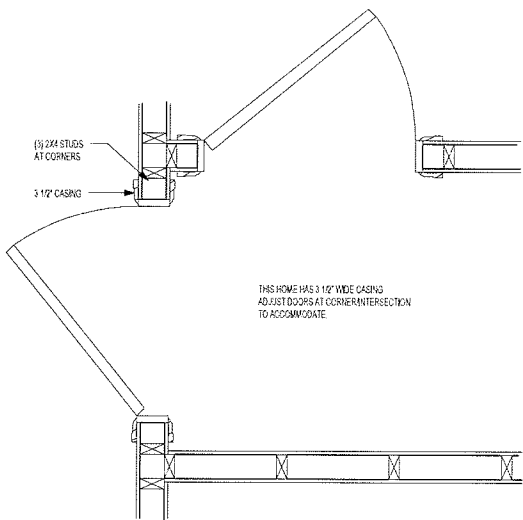
WINDOW SCHEDULE						
ID	QTY	TYPE	ROUGH OPENINGS		HEADER HEIGHT	SPECIAL NOTES
			WIDTH	HEIGHT		
A	4	3600 DH	5'-0"	5'-0"	7'-0"	Meets Egress
B	2	3642 DH	3'-0"	3'-0"	7'-0"	
C	1	3060 DH	2'-6"	6'-0"	7'-0"	
D	1	3600 DH	3'-0"	5'-0"	7'-0"	Meets Egress
E	2	3624-2 F	6'-0"	2'-0"	5'-0"	Fixed

DOOR SCHEDULE					
ID	QTY	DOOR SIZE	ROUGH OPENINGS		SPECIAL NOTES
			WIDTH	HEIGHT	
D1	2	3-0 x 6-8	3'-2 1/2"	6'-11 1/4"	Entry Door
D2	2	2-8 x 6-8 F	2'-10 1/2"	6'-11 1/4"	20 Mfr. Fire Rated
D3	2	6-0 x 6-8 Patio Door	6'-0"	6'-9"	Patio Door
D4	2	16-0 x 7-0	16'-3"	7'-1 1/2"	Garage Door
D5	2	5-0 x 6-8	5'-1 1/2"	6'-10"	B-Fold
D7	2	2'-4 x 6-8*	4'-9"	7'-1"	Pocket Door/Werly Ro
D8	2	2'-8 x 6-8*	5'-9"	7'-1"	Pocket Door/Werly Ro
D9	12	2'-4 x 6-8	2'-9"	6'-10 1/2"	
D10	2	2'-6 x 6-8	2'-8"	6'-10 1/2"	
D11	4	2'-8 x 6-8	2'-10"	6'-10 1/2"	

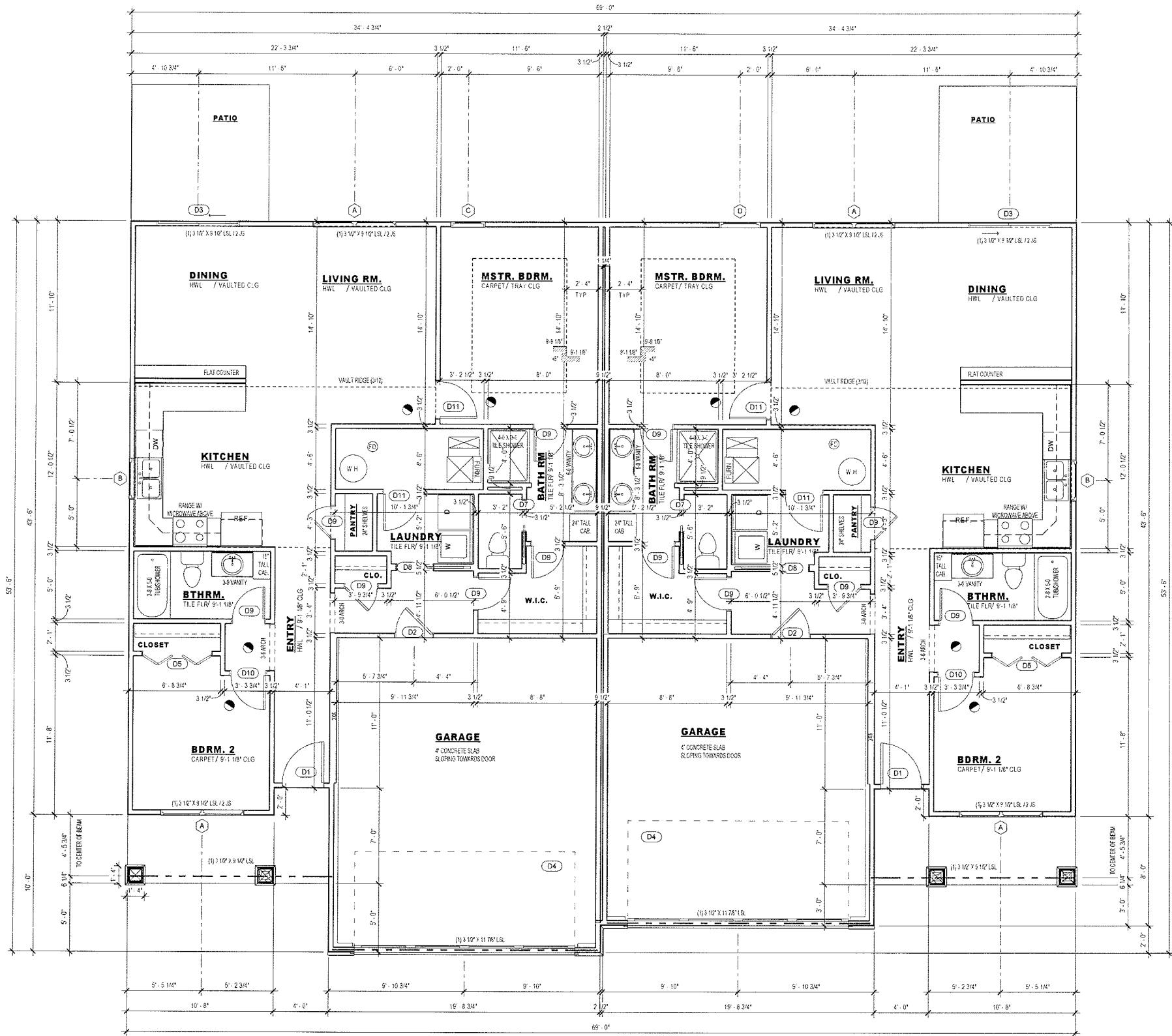
#### GENERAL CONSTRUCTION NOTES

- 1) 8" x 4" FORMED CONCRETE WALLS ON FOUNDATION.
- 2) 2x4 WALLS (5'-1 1/8" HGT.) ON MAIN FLOOR UNLESS OTHERWISE NOTED.
- 3) 2x4 GARAGE WALLS.
- 4) EXTERIOR DIMENSIONS ARE FROM THE OUTSIDE OF SHEATHING TO OUTSIDE OF SHEATHING OR FROM FACE OF MASONRY TO FACE OF MASONRY.
- 5) INTERIOR DIMENSIONS ARE FROM THE FACE OF STUD TO FACE OF STUD.
- 6) ALL EXTERIOR HEADINGS TO BE (2) 2x4 UNLESS NOTED OTHERWISE.
- 7) ALL HEADERS AND BEAMS ARE DROPPED BELOW DECK/PLATE UNLESS NOTED AS FLUSH.
- 8) 20 MINUTE FIRE DOOR W/ SELF-CLOSING HINGES BETWEEN GARAGE AND LIVING AREAS.
- 9) REFER TO LOCAL BUILDING CODES FOR SPECIFIC SMOKE ALARM LOCATIONS.

AREA SCHEDULE		
NAME		SQ FT
Main Floor-Unit 1		1240 SF
Main Floor-Unit 2		1239 SF
		2479 SF
Garage-Unit 1		461 SF
Garage-Unit 2		411 SF
		862 SF



2 DOOR TRIM-3 1/2" CASING  
Scale: 1" = 1'-0"



PLUM DESIGN SERVICES  
1160 ALICE'S ROAD WAUKEE, IOWA 50263-1160  
TELEPHONE 515-978-6290 FAX 515-978-6261

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BLK Investments, LLC  
Duplex

PROJECT ID: PDS 3007

ISSUE DATE:

DATE: 04-29-15

DATE: 05-06-15

DATE:

REVISIONS:

DATE:

DATE:

DATE:

DATE:

Main Floor  
As indicated

A.4

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BLK Investments, LLC  
Duplex

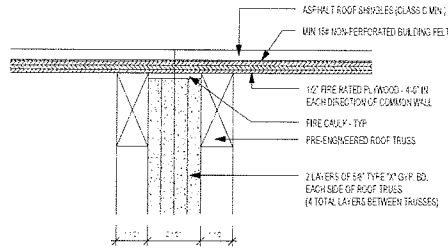
PROJECT ID: PDS 3007

ISSUE DATE:  
DATE: 04-29-15  
DATE: 05-06-15  
DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_

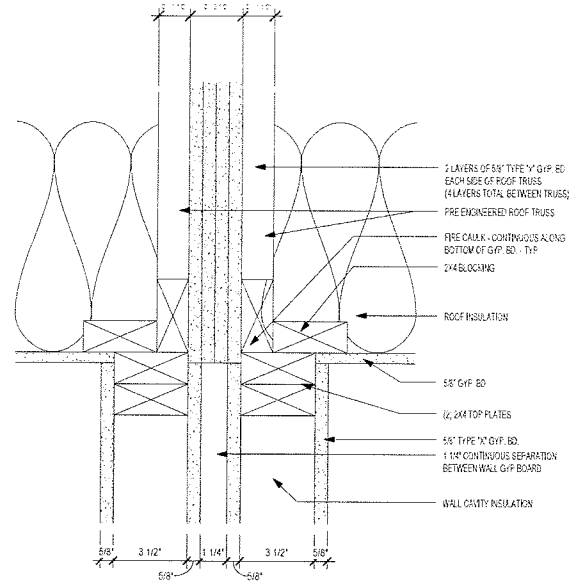
REVISIONS:  
DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Party Wall  
Sections

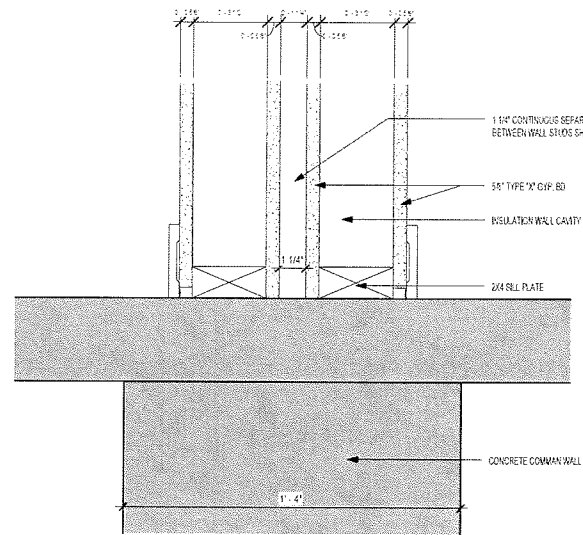
A.5



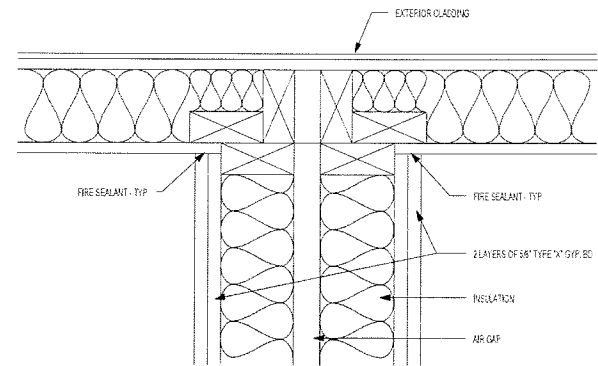
**D - 2 HR. COMMON WALL SECTION  
@ ROOF JUNCTION**  
Scale: 3\"/>



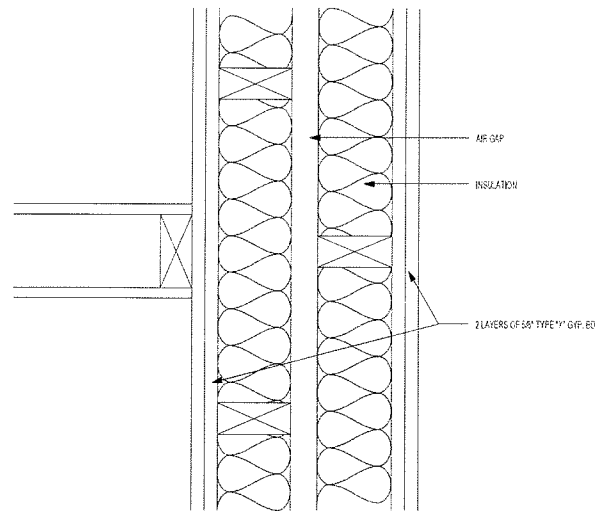
**D - 2 HR. COMMON WALL SECTION  
@ TRUSS JUNCTION**  
Scale: 3\"/>



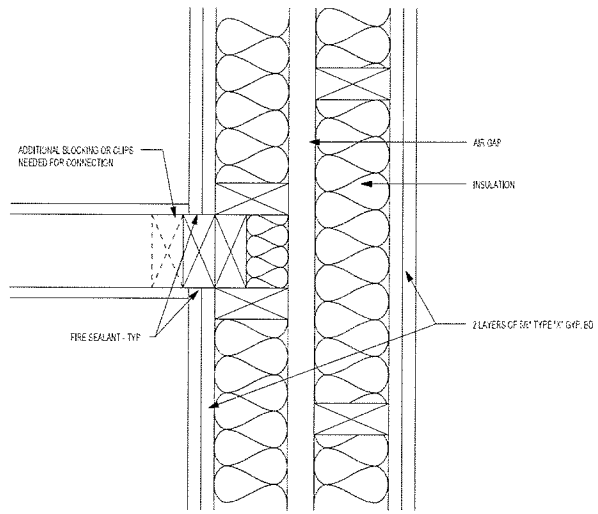
**D - 2 HR. COMMON WALL SECTION  
@ T.O. FOUNDATION**  
Scale: 3\"/>



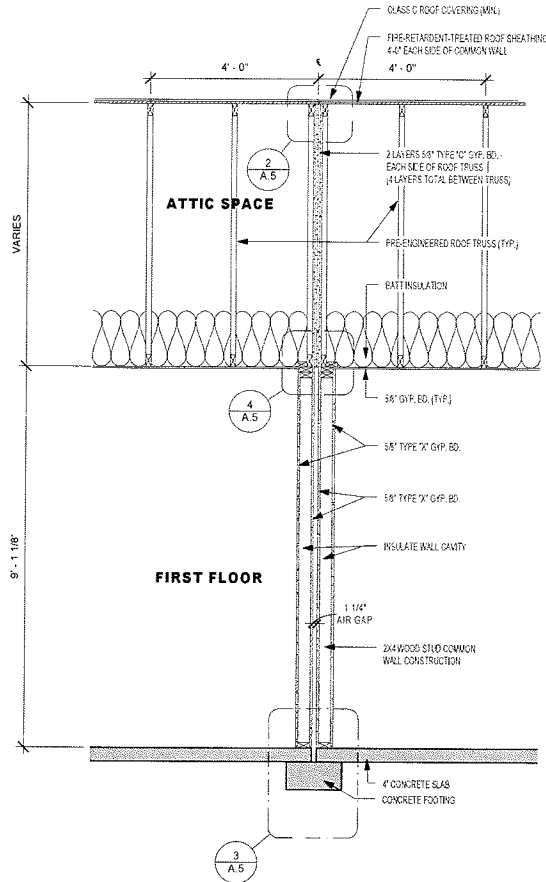
**B - 2 HR. COMMON WALL @  
EXTERIOR WALL INTERSECTION**  
Scale: 3\"/>



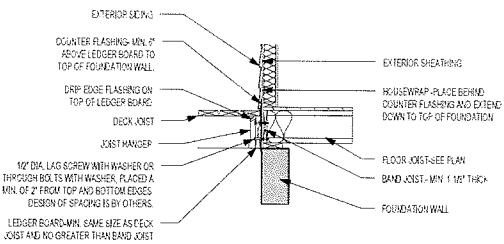
**B - 2 HR. COMMON WALL @  
INTERIOR WALL INTERSECTION**  
Scale: 3\"/>



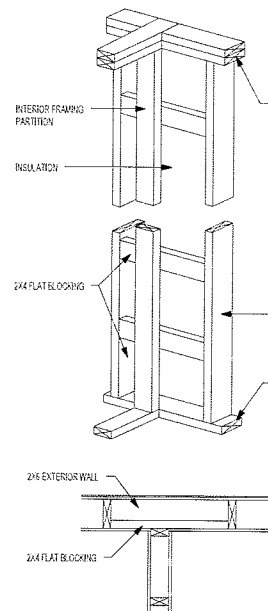
**B - 2 HR. COMMON WALL @  
INTERIOR WALL INTERSECTION  
OPTION**  
Scale: 3\"/>



**D - 2 HR. COMMON WALL SECTION**  
Scale: 1/2\"/>



**1 DECK LEDGER CONNECTION**  
Scale: 1/2" = 1'-0"

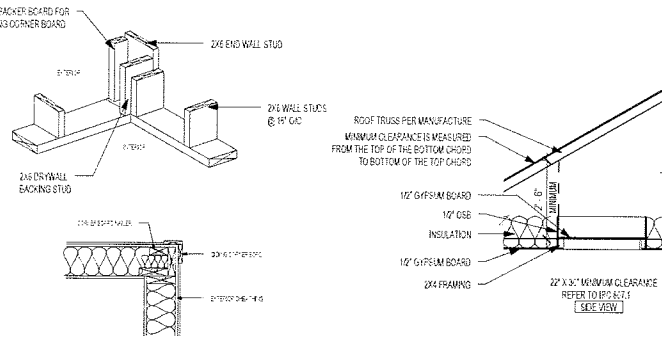


**2 EXTERIOR WALL LADDER**  
Scale: 3/4" = 1'-0"

**TABLE 1**  
TENSION STRAP CAPACITY REQUIRED FOR RESISTING WIND PRESSURE PERPENDICULAR TO E & I ASPECT RATIO WALLS

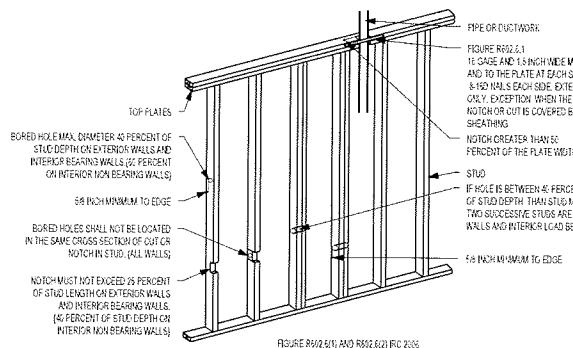
MINIMUM WALL STUD FRAMING SIZE AND GRADE	MAXIMUM FLOOR WALL HEIGHT (ft)	MAXIMUM TOTAL WALL HEIGHT (ft)	MAXIMUM OPENING WIDTH (ft)	BASIC WIND SPEED (ft/min)	
				EXPOSURE B	EXPOSURE C
2X4 NO. 2 GRADE	0	15	18	1000	1000
	1	15	18	1000	1000
	2	15	18	1000	1000
	2	12	15	1000	1000
2X6 NO. 2 GRADE	0	15	18	1000	1000
	1	15	18	1000	1000
	2	15	18	1000	1000
	2	12	15	1000	1000

(a) NP = NOT PERMITTED  
(b) STRAPS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

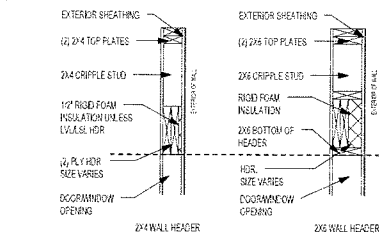


**6 ATTIC ACCESS OPENING**  
Scale: 3/8" = 1'-0"

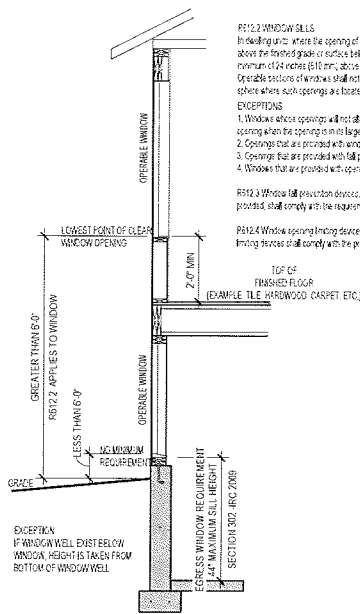
**3 TYPICAL EXTERIOR WALL CORNERS**  
Scale: 3/4" = 1'-0"



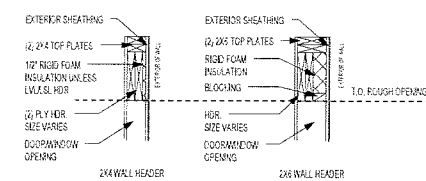
**4 NOTCHING AND BORING HOLE LIMITATIONS**  
Scale: 3/8" = 1'-0"



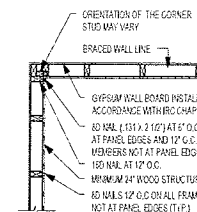
**7 ENERGY HEADERS**  
Scale: 3/4" = 1'-0"



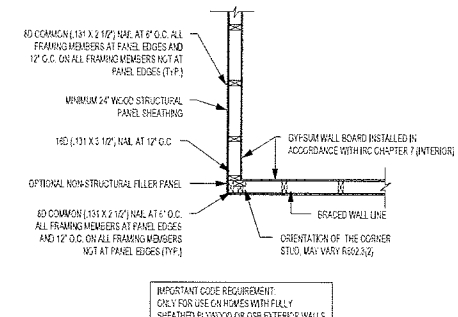
**13 2009 IRC R612.2 Window Sills**  
Scale: 3/8" = 1'-0"



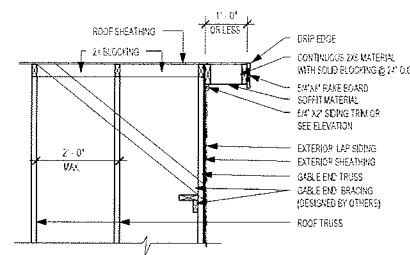
**8 ENERGY HEADERS2**  
Scale: 3/4" = 1'-0"



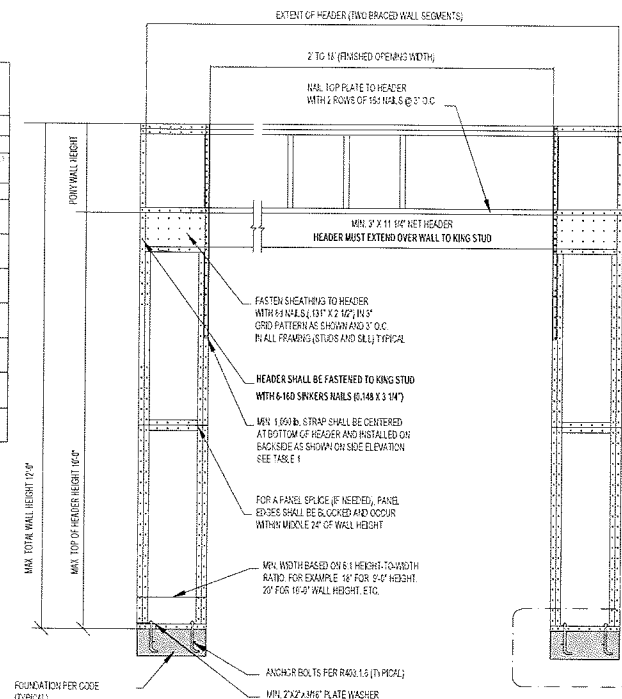
**9 APA (CS-WSP) INSIDE CORNER**  
Scale: 1/2" = 1'-0"



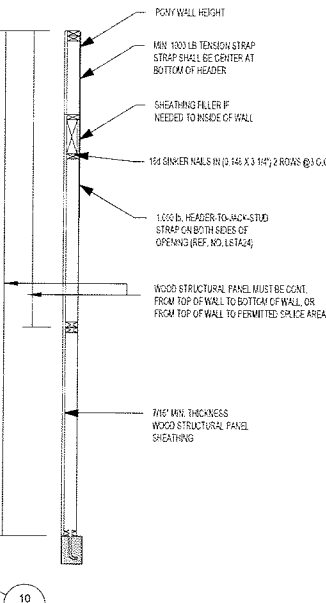
**10 APA (CS-WSP) OUTSIDE CORNER**  
Scale: 1/2" = 1'-0"



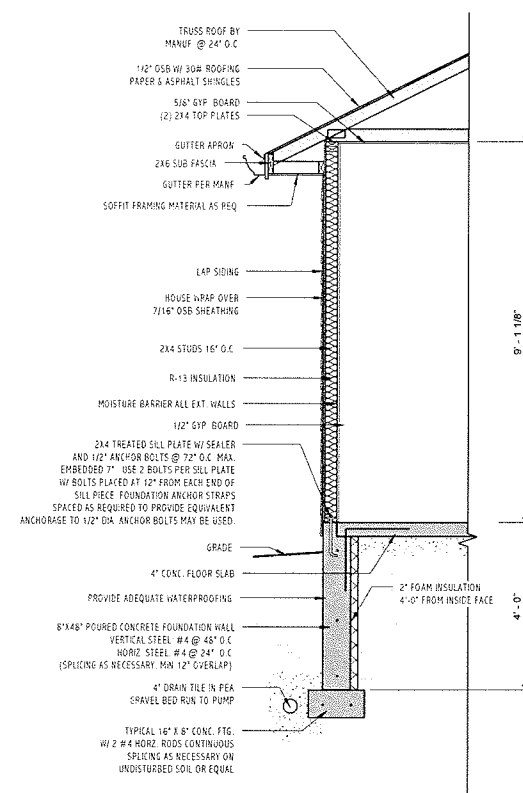
**11 RAKE OVERHANG-WOOD**  
Scale: 1/2" = 1'-0"



**OUTSIDE ELEVATION**



**SIDE ELEVATION**



**12 Slab on Grade**  
Scale: 1/2" = 1'-0"



**PLUM DESIGN SERVICES**  
1100 ALICE'S ROAD WADSWORTH, GA 30063-1100  
TELEPHONE 515-978-6260 FAX 515-978-6261

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**BLK Investments, LLC**  
Duplex

PROJECT ID: PDS 3007

ISSUE DATE:  
DATE: 04-29-15  
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DATE:  
DATE:

REVISIONS:  
DATE:  
DATE:  
DATE:  
DATE:

Details  
As indicated

A.6



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 11  
For Meeting of 6.18.2015

**ITEM TITLE:** Consideration of a resolution approving the Village on the Ridge Preliminary Plat

**CONTACT PERSON:** Luke Parris, City Planner

**SUMMARY EXPLANATION:**

Civil Design Advantage, LLC, on behalf of United Properties Investment Co, LC, has submitted the Village on the Ridge preliminary plat in accordance with the City of Norwalk zoning ordinance, the Echo Valley Community Planned Unit Development (PUD) and subdivision regulations. This plat includes 34 single family lots and an outlot for storm water detention.

**APPLICABLE CODE SECTION(S):**

The City of Norwalk zoning map identifies the area as the Echo Valley Community PUD Parcel C. The proposed preliminary plat includes 34 single family lots that were designed following the cluster home development guidelines for Parcel C of the Echo Valley Community PUD. Pursuant to bulk regulations the project must have 20' or 25' front setback, 5' side setback (10' between structures), 30' rear yard setback and a 50' golf course setback. The lots in the proposed preliminary plat conform to the bulk regulations.

Staff has received all required documentation for the preliminary plat approval process. The proposed preliminary plat meets all of the required city regulations. The plat does show a proposed sanitary sewer easement that is located in an existing MidAmerican gas main easement. The applicant is currently working with MidAmerican to determine if the sanitary sewer easement will be allowed. The proposed sanitary sewer easement is not needed to serve the plat and was included as a potential connection into the sanitary sewer system from potential development south of Beardsley.

☒ Resolution    ☐ Ordinance    ☐ Contract    ☐ Other (Specify) \_\_\_\_\_

Funding Source: NA

APPROVED FOR SUBMITTAL \_\_\_\_\_  
City Manager

**RECOMMENDATION:** The Planning and Zoning Commission recommends approval of the Village on the Ridge preliminary plat with the following condition(s):

- Upon final approval of the preliminary plat, the developer adheres to all provisions detailed in the Norwalk Subdivision Regulations and Norwalk Municipal Code of Ordinances.
- Any significant modifications to the proposed preliminary plat are reviewed and approved by the Planning and Zoning Commission and City Council.
- The applicant continues to provide updates on the proposed sanitary sewer easement located in the MidAmerican gas main easement.

RESOLUTION NO. \_\_\_\_

**A resolution approving the Village on the Ridge preliminary plat**

WHEREAS, the Planning and Zoning Commission reviewed this request at their regular meeting on June 8, 2015 and recommends approval of the preliminary plat; and,

WHEREAS, that upon final approval of the preliminary plat, the developer adheres to all provisions detailed in the Norwalk Subdivision Regulations and Norwalk Municipal Code of Ordinances; and,

WHEREAS, that any significant modifications to the proposed preliminary plat be reviewed and approved by the Planning and Zoning Commission and City Council; and,

WHEREAS, the applicant continue to provide updates on the proposed sanitary sewer easement located in the MidAmerican gas main easement; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby approve the Village on the Ridge preliminary plat as described and shown in Attachment "A" attached hereto and made a part thereof by reference.

PASSED AND APPROVED this 18th day of June, 2015.

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___



# THE VILLAGE ON THE RIDGE

PRELIMINARY PLAT (SHEET 1 OF 3)

## OWNER

UNITED PROPERTIES INVEST CO LC  
C/O MICHAEL COPPOLA  
4521 FLEUR DRIVE, SUITE C  
DES MOINES, IOWA 50321

## DEVELOPER

UNITED PROPERTIES INVEST CO LC  
C/O MICHAEL COPPOLA  
4521 FLEUR DRIVE, SUITE C  
DES MOINES, IOWA 50321

## ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC  
3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH: 515-369-4400

## ZONING

ECHO VALLEY COMMUNITY PLANNED UNIT DEVELOPMENT  
(PARCEL C)

## BULK REGULATIONS

**EXISTING**  
MIN LOT AREA: 50' OR PROJECT  
MIN LOT WIDTH: 25'  
FRONT SETBACK: 0' LOT LINE OR 30' PROJECT  
SIDE SETBACK: 30'  
REAR SETBACK: 30'  
GOLF COURSE SETBACK: 50'  
MAX BLDG HEIGHT: 35'

**PROPOSED (PER PUD AMENDMENT)**  
MIN LOT AREA: 50' OR PROJECT  
MIN LOT WIDTH: 20' OR 25' INTERNAL (SEE PLAN)  
SIDE SETBACK: 5' SIDE  
REAR SETBACK: 30'  
GOLF COURSE SETBACK: 50'  
SITE BOUNDARY SETBACK: 30'  
MAX BLDG HEIGHT: 35'

## PRELIMINARY PLAT DESCRIPTION

OUTLOT 'Y', VILLAS ON THE RIDGE, AN OFFICIAL PLAT IN THE CITY OF NORWALK, WARREN COUNTY, IOWA.

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

## PLAT AREA

9.89 ACRES (430,991 SQUARE FEET)

## BENCHMARK

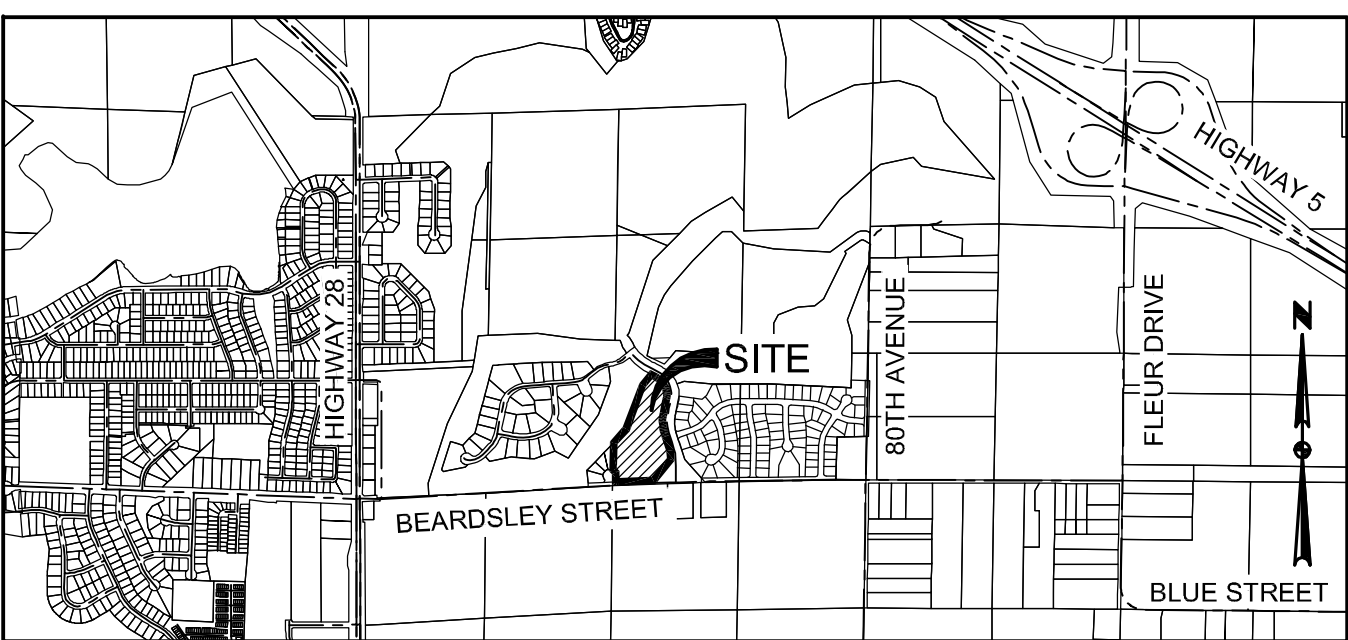
**BM#1**  
BURY BOLT ON HYDRANT 250 FEET +/- NORTH OF CENTERLINE OF BEARDSLEY AND WEST ROW OF ECHO RIDGE TRAIL. ELEVATION=940.91

**BM#2**  
BURY BOLT HYDRANT ON WEST SIDE OF ECHO RIDGE TRAIL 500'+/- NORTH OF BEARDSLEY STREET. ELEVATION=936.02

## NOTES

- NO LOTS SHALL HAVE DIRECT ACCESS TO ECHO RIDGE TRAIL OR BEARDSLEY STREET.
- ANY FENCE CROSSING A DRAINAGE EASEMENT SHALL MAINTAIN 6" SEPARATION FROM BOTTOM OF FENCE TO BOTTOM OF SWALE.
- DETENTION AREAS TO BE MAINTAINED BY HOMEOWNER'S ASSOCIATION.
- ANY USE OF A PUBLIC UTILITY EASEMENT BY A PARTY OTHER THAN THE CITY OF NORWALK IS SUBORDINATE TO THE CITY'S USE OF THE EASEMENT FOR A DESIGNATED CITY UTILITY PURPOSE. ANY PARTY OTHER THAN THE CITY USING THE PUBLIC UTILITY EASEMENT MUST RELOCATE THEIR FACILITIES AT NO COST TO THE CITY TO ACCOMMODATE THE CITY'S USE OF ITS DESIGNATED UTILITY.

## VICINITY MAP (1"=2000')



## SHEET INDEX

SHEET 1: PRELIMINARY PLAT (DIMENSION PLAN)  
SHEET 2: PRELIMINARY PLAT (GRADING PLAN)  
SHEET 3: PRELIMINARY PLAT (UTILITY PLAN)

## GENERAL LEGEND

### PROPOSED FEATURES

TYPE SW-501 STORM INTAKE

TYPE SW-503 STORM INTAKE

TYPE SW-505 STORM INTAKE

TYPE SW-506 STORM INTAKE

TYPE SW-513 STORM INTAKE

TYPE SW-401 STORM MANHOLE

TYPE SW-402 STORM MANHOLE

TYPE SW-301 SANITARY MANHOLE

STORM/SANITARY CLEANOUT

WATER VALVE

FIRE HYDRANT ASSEMBLY

SIGN

DETECTABLE WARNING PANEL

SANITARY SEWER WITH SIZE

SANITARY SERVICE

STORM SEWER

STORM SERVICE

WATERMAIN WITH SIZE

WATER SERVICE

SAWCUT (FULL DEPTH)

SILT FENCE

### EXISTING FEATURES

SANITARY MANHOLE

WATER VALVE BOX

FIRE HYDRANT

WATER CURB STOP

WELL

STORM SEWER MANHOLE

STORM SEWER SINGLE INTAKE

STORM SEWER DOUBLE INTAKE

FLARED END SECTION

DECIDUOUS TREE

CONIFEROUS TREE

DECIDUOUS SHRUB

CONIFEROUS SHRUB

ELECTRIC POWER POLE

GUY ANCHOR

STREET LIGHT

POWER POLE W/ TRANSFORMER

UTILITY POLE W/ LIGHT

ELECTRIC BOX

ELECTRIC TRANSFORMER

ELECTRIC MANHOLE OR VAULT

TRAFFIC SIGN

TELEPHONE JUNCTION BOX

TELEPHONE MANHOLE/VAULT

TELEPHONE POLE

GAS VALVE BOX

CABLE TV JUNCTION BOX

CABLE TV MANHOLE/VAULT

MAIL BOX

BENCHMARK

SOIL BORING

UNDERGROUND TV CABLE

GAS MAIN

FIBER OPTIC

UNDERGROUND TELEPHONE

OVERHEAD ELECTRIC

UNDERGROUND ELECTRIC

FIELD TILE

SANITARY SEWER W/ SIZE

STORM SEWER W/ SIZE

WATER MAIN W/ SIZE

FOUND

SET

SECTION CORNER

1/2" REBAR, YELLOW CAP #18660

(UNLESS OTHERWISE NOTED)

ROW MARKER

ROW RAIL

PLATTED DISTANCE

MEASURED BEARING & DISTANCE

RECORDED AS

DEED DISTANCE

CALCULATED DISTANCE

CURVE ARC LENGTH

MINIMUM 100 YEAR FLOOD

PROTECTION ELEVATION

CENTERLINE

SECTION LINE

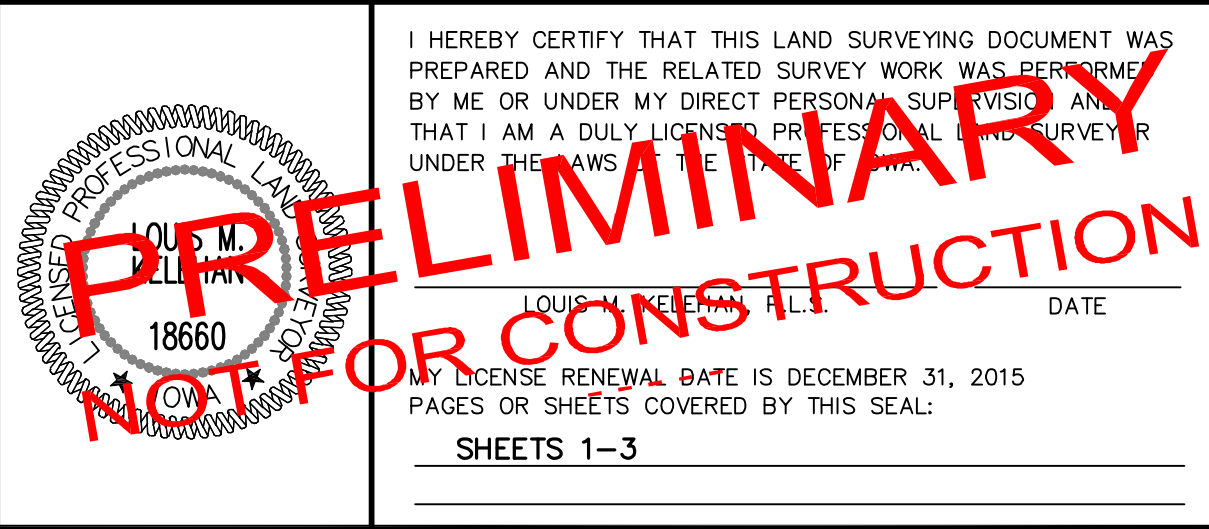
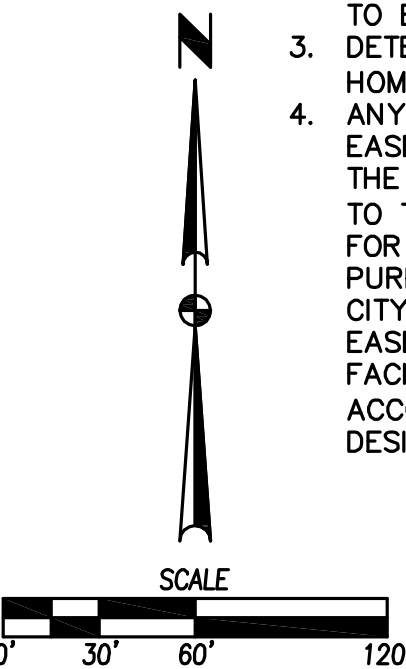
1/4 SECTION LINE

1/4 1/4 SECTION LINE

EASEMENT LINE

LOT LINE

PLAT BOUNDARY



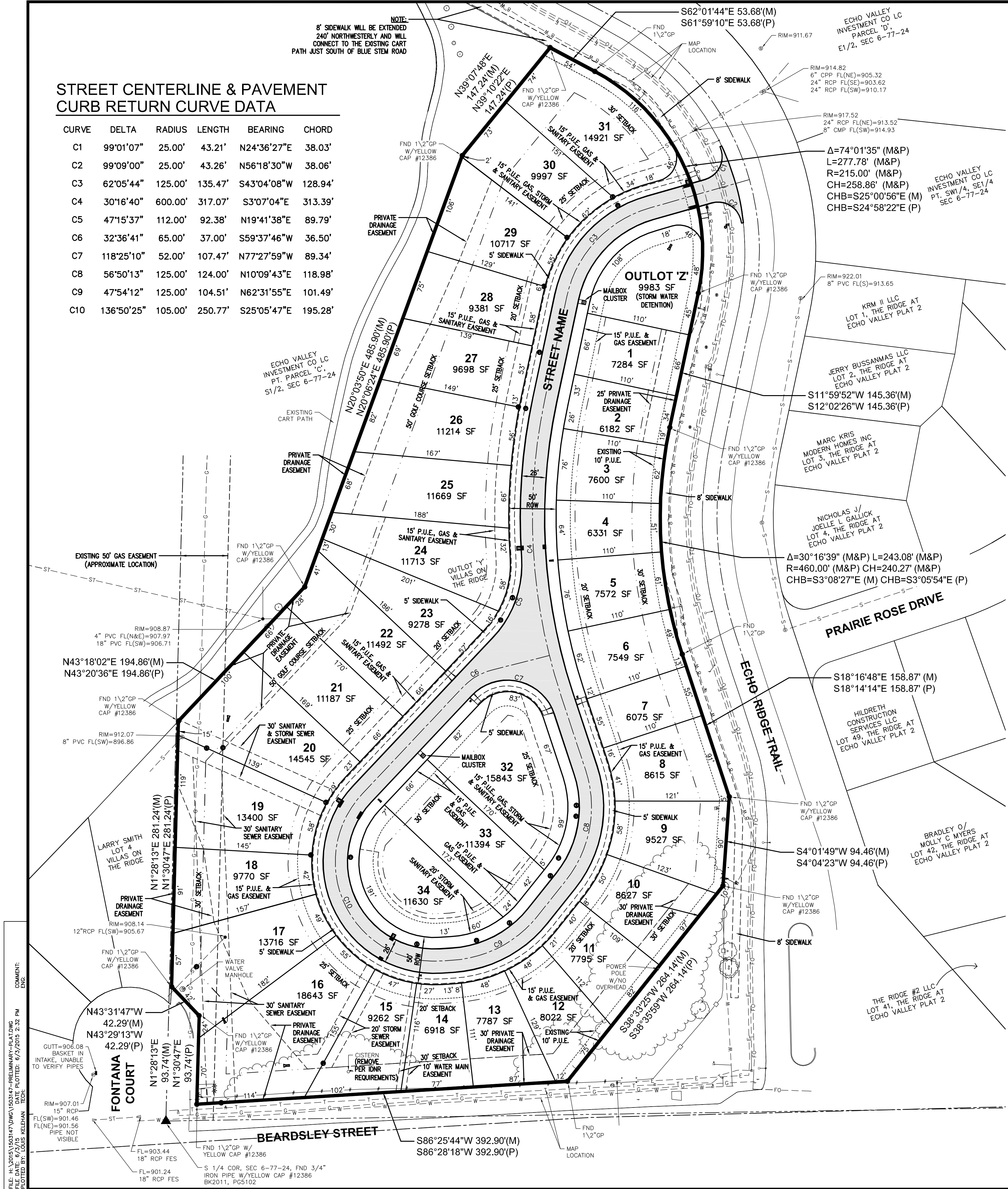
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEYING WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

LOUIS M. BELL, P.E.  
DATE \_\_\_\_\_

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEETS 1-3

## STREET CENTERLINE & PAVEMENT CURB RETURN CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	99°01'07"	25.00'	43.21'	N24°36'27"E	38.03'
C2	99°09'00"	25.00'	43.26'	N56°18'30"W	38.06'
C3	62°05'44"	125.00'	135.47'	S43°04'08"W	128.94'
C4	30°16'40"	600.00'	317.07'	S3°07'04"E	313.39'
C5	47°15'37"	112.00'	92.38'	N19°41'38"E	89.79'
C6	32°36'41"	65.00'	37.00'	S59°37'46"W	36.50'
C7	118°25'10"	52.00'	107.47'	N77°27'59"W	89.34'
C8	56°50'13"	125.00'	124.00'	N10°09'43"E	118.98'
C9	47°54'12"	125.00'	104.51'	N62°31'55"E	101.49'
C10	136°50'25"	105.00'	250.77'	S25°05'47"E	195.28'



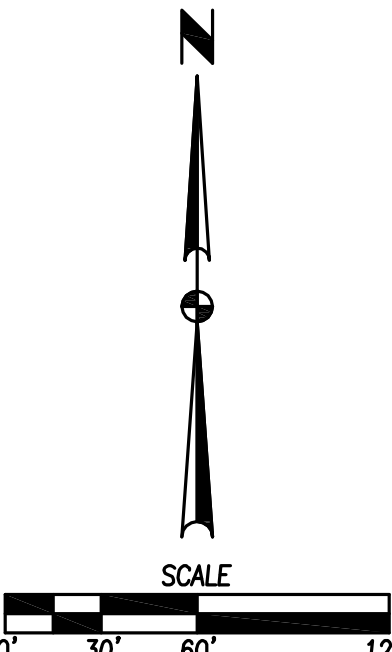
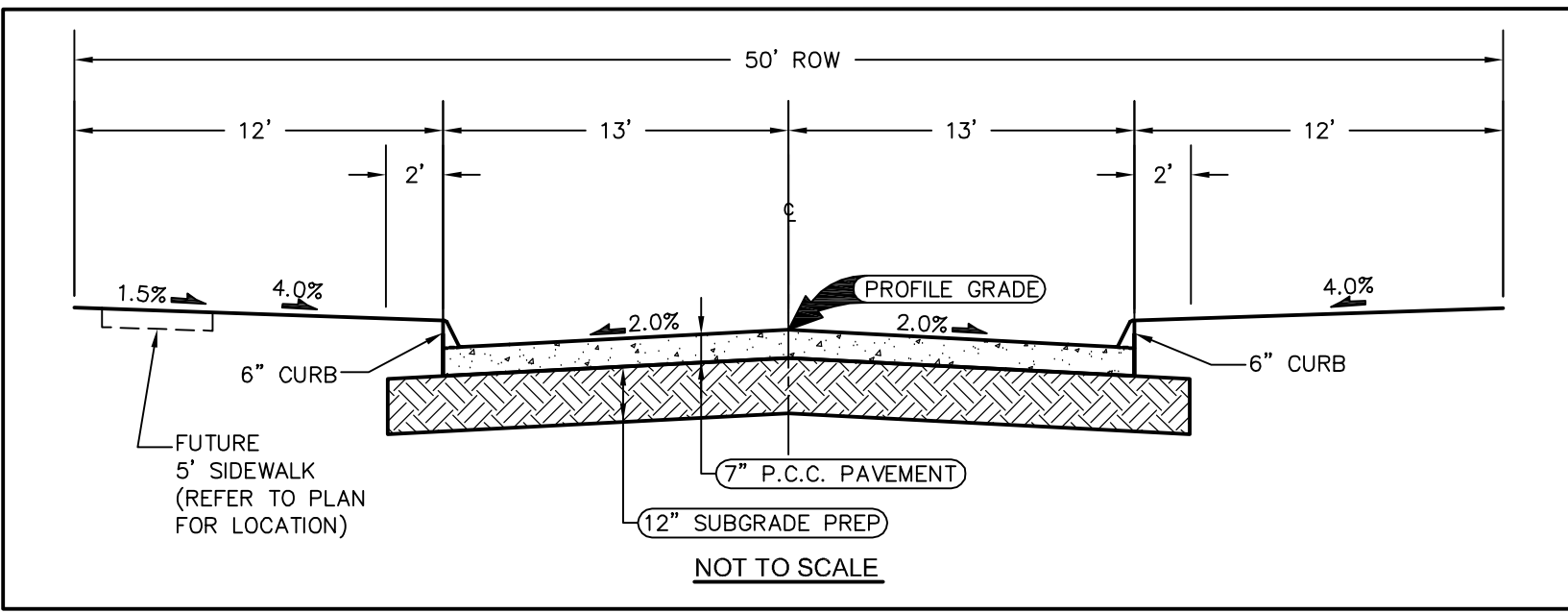
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PLOTTER: HP PLOTTER  
PLOT DATE: 5/2/2015 2:35 PM  
DRAWN BY: J. KLEBAN  
CHECKED BY: J. KLEBAN



# THE VILLAGE ON THE RIDGE

# PRELIMINARY PLAT (SHEET 2 OF 3)

## TYPICAL 26' B/B STREET SECTION (50' ROW)

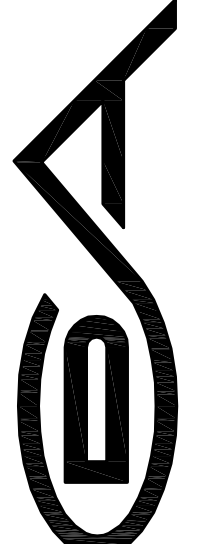


REVISIONS	DATE
THIRD SUBMITTAL	06/03/15
SECOND SUBMITTAL	05/29/15
FIRST SUBMITTAL	04/24/15

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: JAT

TECH: LMK



**NORWALK, IOWA**

**THE VILLAGE ON THE RIDGE**  
**PRELIMINARY PLAT (GRADING PLAN)**

$$\frac{2}{3}$$

LE: H:\2015\1503147\DWG\1503147-PRELIMINARY-PLAT.DWG  
LE DATE: 6/3/15 DATE PLOTTED: 6/3/2015 2:33 PM

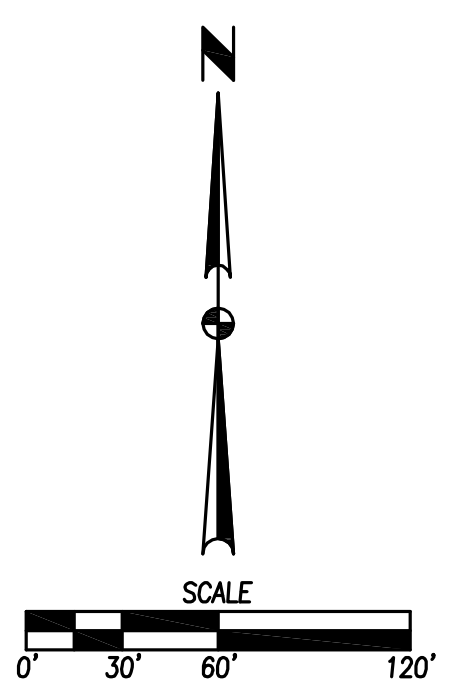
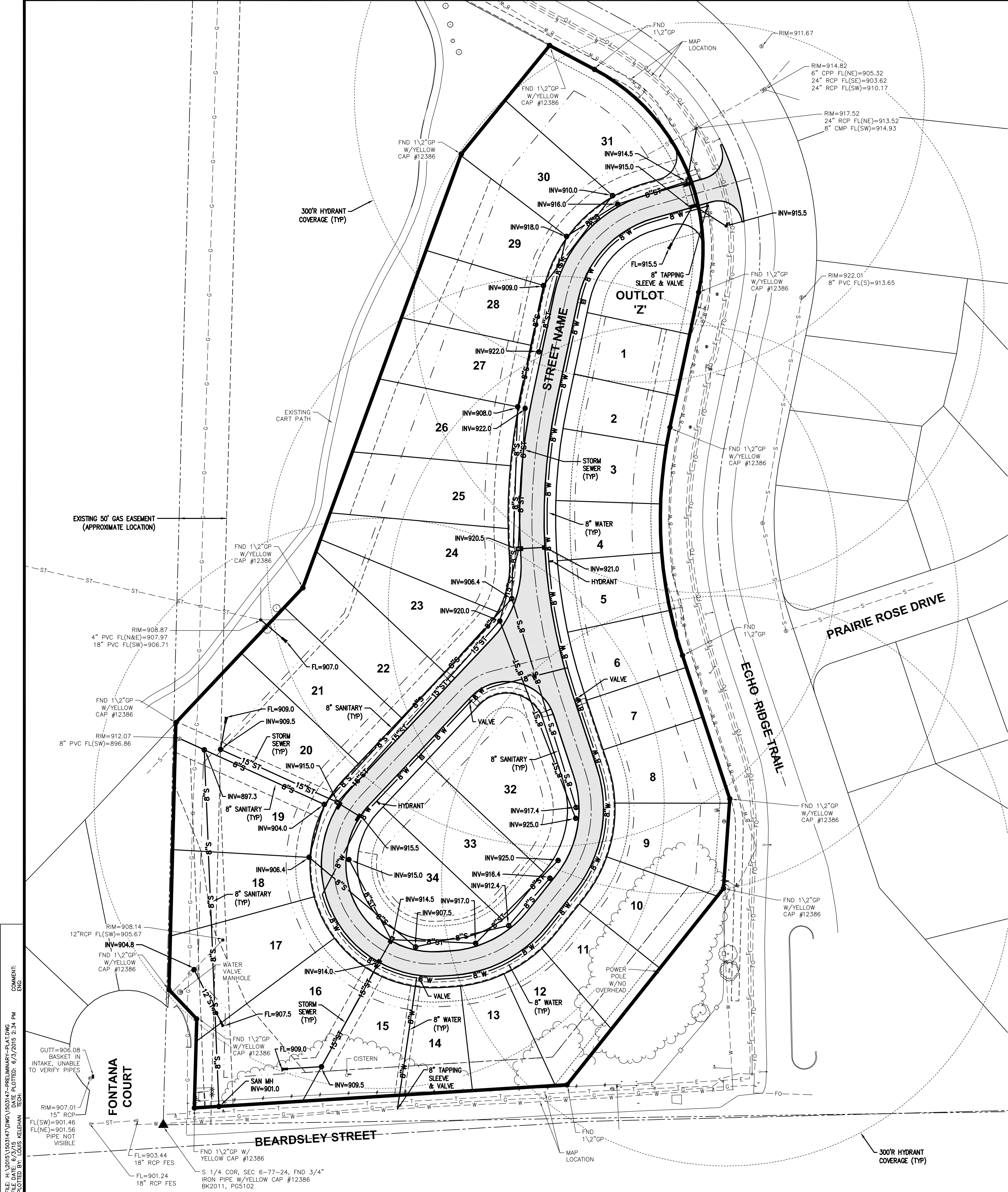
**COMMENT:**

**COMMENT:**



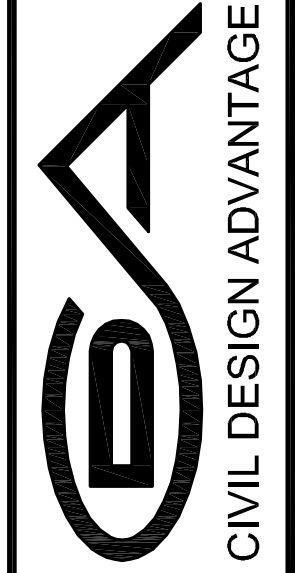
THE VILLAGE ON THE RIDGE

PRELIMINARY PLAT (SHEET 3 OF 3)



DATE	REVISIONS
06/03/15	
05/29/15	
04/24/15	

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410  
ENGINEER: JAT  
TECH: LMK



THE VILLAGE ON THE RIDGE  
PRELIMINARY PLAT (UTILITY PLAN)

MINUTES TO SET DATE FOR  
ADDITIONAL ACTION ON ENTERING  
INTO GENERAL OBLIGATION LOAN  
AGREEMENT

443891

Norwalk, Iowa

June 18, 2015

The City Council of the City of Norwalk, Iowa, met on June 18, 2015, at 6:00 o'clock p.m., at City Hall, 705 North Avenue, Norwalk, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

\_\_\_\_\_  
Tom Phillips, Mayor

Attest:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

RESOLUTION NO. \_\_\_\_\_

**Resolution setting the date for additional action on proposal to enter into  
General Obligation Library Improvement Loan Agreement and to borrow  
money thereunder**

WHEREAS, the City of Norwalk (the “City”), in the County of Warren, State of Iowa, proposes to enter into a General Obligation Library Improvement Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$240,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of constructing improvements and repairs to the municipal library (the “Project”), and in lieu of calling an election thereon, the City desires to institute proceedings to enter into the Loan Agreement by causing a notice of such proposal to be published, including notice of the right to petition for an election, under the provisions of Section 384.26 of the Code of Iowa; and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Norwalk, Iowa, as follows:

Section 1. The City Council shall meet on July 2, 2015, at City Hall, 705 North Avenue, Norwalk, Iowa, at 6:00 o’clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than 10 and not more than 20 days before the date selected for the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO  
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY  
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$240,000

(GENERAL OBLIGATION)

The City Council of the City of Norwalk, Iowa, will meet on July 2, 2015, at City Hall, 705 North Avenue, Norwalk, Iowa, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$240,000 for the purpose of paying the cost, to that extent, of constructing improvements and repairs to the municipal library.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City. Some or all of the repayment of principal under the Loan Agreement may be made subject to annual appropriation by the City Council.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

By order of the City Council of the City of Norwalk, Iowa.

Jodi Eddleman  
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost \$225,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 18, 2015.

---

Tom Phillips, Mayor

Attest:

---

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	—	—	—
Greteman	—	—	—
Isley	—	—	—
Jackson	—	—	—
Livingston	—	—	—

STATE OF IOWA  
COUNTY OF WARREN  
CITY OF NORWALK

SS:

I, the undersigned, City Clerk of the City of Norwalk, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this 18th day of June, 2015.

---

Jodi Eddleman, City Clerk

STATE OF IOWA  
COUNTY OF WARREN  
CITY OF NORWALK

SS:

I, the undersigned City Clerk, do hereby certify that the City of Norwalk is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

\_\_\_\_\_  
Tom Phillips, Mayor

\_\_\_\_\_  
Marketa Oliver, City Manager

\_\_\_\_\_  
Jodi Eddleman, City Clerk

\_\_\_\_\_  
Erika Isley, Council Member/Mayor Pro Tem

\_\_\_\_\_  
Eric Delker, Council Member

\_\_\_\_\_  
Tom Greteman, Council Member

\_\_\_\_\_  
Kyle Jackson, Council Member

\_\_\_\_\_  
Jaki Livingston, Council Member

WITNESS MY HAND this 18th day of June, 2015.

\_\_\_\_\_  
Jodi Eddleman, City Clerk



STATE OF IOWA  
COUNTY OF WARREN  
CITY OF NORWALK

SS:

I, the undersigned, City Clerk of the City of Norwalk, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jodi Eddleman, City Clerk

**(Attach here the publisher's original affidavit with clippings of the notice, as published.)**

**(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)**



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 13  
For Meeting of 6.18.2015

**ITEM TITLE:** Resolution ordering construction, approving preliminary plans, fixing date for hearing and taking bids for the Norwalk Public Library Roof Replacement project

**CONTACT PERSON:** Tim Hoskins, Public Works Director


**SUMMARY EXPLANATION:**

Donald Seymour with FEH Associates, Inc. has provided the City Council with a report of his findings on the condition of the roof at the library. Based on his findings and proposed plan for replacement, direction was given to move forward with the project as soon as possible. To that end, Mr. Seymour has developed a schedule to have the work substantially completed by October 20, 2015. This resolution will set the dates for activities needed to complete the project.

☒ Resolution ☐ Ordinance ☐ Contract ☐ Other (Specify) Presentation

Funding Source: As directed by council

APPROVED FOR SUBMITTAL

  
Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** Approve the resolution by roll call vote.

RESOLUTION NO. \_\_\_\_\_

**Resolution ordering construction of certain public improvements, approving preliminary plans, fixing date for hearing thereon and taking of bids therefore for improvements known as the Norwalk Public Library Roof Replacement project**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NORWALK PUBLIC LIBRARY ROOF REPLACEMENT; and,

WHEREAS, the City of Norwalk has caused to be prepared preliminary plans, specifications and form of contract, together with an estimate of cost, on file in the office of the clerk for public inspection, for the construction of aforementioned public improvements, and said preliminary plans, specifications and form of contract are deemed suitable for the making of said public improvements; and,

WHEREAS, before said preliminary plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements entered into, it is necessary, pursuant to Division VI of Chapter 384 of the Code of Iowa, to hold a public hearing and to advertise for bids; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NORWALK PUBLIC LIBRARY ROOF REPLACEMENT, in the manner set forth in the preliminary plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the published Notice of Hearing and Letting, said public improvements being more generally described as follows:

All labor, materials, and equipment necessary for the construction of the proposed improvements as follows: Demolition of the existing metal roof panels; installation of new sheeting substrate; installation of continuous metal roof panels from top to bottom and cover the existing translucent skylight panels over the building with new roof system.

Section 2. That the amount of bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of said specifications; and,

BE IT FURTHER RESOLVED, that the clerk be and is hereby directed to publish notice to bidders once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this city. Publication shall be not less than four clear days nor more than twenty days prior to July 9, 2015, which is hereby fixed as the date for receiving bids. Said bids are to be filed prior to 10:00 a.m. on said date; and,

BE IT FURTHER RESOLVED, that bids shall be received and opened at a public meeting as provided in the public notice and the results of said bids shall be considered at a meeting of this council on July 16, 2015, at 6:00 o'clock p.m.; and,

BE IT FURTHER RESOLVED, that the City Clerk is hereby designated as the authority to receive and open said bids on behalf of the City of Norwalk, Iowa; and,

BE IT FINALLY RESOLVED, that the clerk be and is hereby directed to publish notice of hearing once in said newspaper, said publication to be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the final plans, specifications, form of contract and estimate of costs for said project, said hearing to be at 6:00 o'clock p.m. on July 16, 2015.

PASSED AND APPROVED, this 18<sup>th</sup> day of June, 2015

---

Tom Phillips, Mayor

ATTEST:

---

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	—	—	—
Greteman	—	—	—
Isley	—	—	—
Jackson	—	—	—
Livingston	—	—	—

**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

RESOLUTION NO. \_\_\_\_\_

**Establishing the placement of a persons with disabilities  
on-street parking space in the 800 block of Main Street**

WHEREAS, the City of Norwalk desires to meet the needs of its citizens and businesses; and,

WHEREAS, Chapter 321L of the Code of Iowa establishes requirements for the placement and signage for disabled persons parking spaces; and,

WHEREAS, Chapter 69 of the Code of Ordinances for the City Of Norwalk also identifies provisions for parking spaces for disabled persons; and,

WHEREAS, should the need of area businesses no longer find the benefit of such a parking space, the City Council, upon recommendation of the Chief of Police, may order the removal of the space.

NOW, THEREFORE BE IT RESOLVED BY THE NORWALK CITY COUNCIL THAT, a parking space located on the east side of the 800 block of Main Street, approximately 148 feet north of North Avenue, shall be designated as an on-street spot for persons with disability to park. This resolution will direct the placement of proper signage and pavement marking as established by law.

BE IT FURTHER RESOLVED THAT, a parking space located on the west side of the 800 block of Main Street, approximately 148 feet north of North Avenue, shall have the handicap parking designation and signage removed.

PASSED AND APPROVED, this 18 day of June, 2015

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___

**STAFF RECOMMENDATION:** Approve the resolution on a roll call vote.

RESOLUTION NO. \_\_\_\_\_

**Approving a supplemental 28E agreement with the Iowa Department of Transportation  
for snow removal within the corporate limits of the City of Norwalk**

WHEREAS, the City of Norwalk entered into a five year 28E agreement for maintenance and repair of primary roads in municipalities on July 1, 2011; and

WHEREAS, the Iowa Department of Transportation (DOT) approached the City of Norwalk for assistance with snow removal operations on 18 lane miles of road during the approaching winter; and

WHEREAS, The DOT will compensate the city in the amount of \$2,226 per lane mile for a total of \$40,068; and

WHEREAS, the city has adequate resources to accommodate the activities requested.

NOW, THEREFORE, the DOT and the City of Norwalk enter into a supplemental 28E agreement where the city will provide snow removal operations on the agreed section of Highway 28 during the winter months of 2015/2016.

PASSED and APPROVED, this 18<sup>th</sup> day of June, 2015

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___





**Iowa Department of Transportation**  
**SUPPLEMENTAL AGREEMENT**  
**For Maintenance of Primary Roads in Municipalities**

This Supplemental Agreement made and entered into by and between the Municipality of Norwalk,  
Warren County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of  
Transportation, Ames, Iowa, hereinafter referred to as the Department.

**AGREEMENT:**

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2011, and in effect from July 1, 2011, to June 30, 2016.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of \$2,226.00 / lane mile for acceptable work at the end of the fiscal year ending on June 30<sup>th</sup>.

Route	From	To	Lane Miles	Total Cost
IA 28	Hakes Drive	North City Limits	18.0	\$40,068.00

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

Includes snow removal on rock frontage road directly east of Lakewood Drive on IA 28.

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

\$40,068.00

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2015 to June 30, 2016 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Norwalk

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

BY \_\_\_\_\_  
District Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_



RESOLUTION NO. \_\_\_\_\_

**Resolution adopting a Capital Improvement Project policy related to change orders**

WHEREAS, on larger capital projects the potential exists where approval of change orders may be necessary to continue the construction progress; and,

WHEREAS, under such conditions where progress may be hindered while waiting for City Council approval, administrative approval of such a change order no greater than \$20,000 would be permissible; and,

WHEREAS, the process would involve a recommendation by the project consultant; followed by a recommendation by the appropriate department head, with final approval by the Finance Director and ratification by the council at the following council meeting; and,

NOW, THEREFORE, BE IT RESOLVED THAT, approval is given for staff to approve time sensitive change orders for amounts not exceeding \$20,000; and,

BE IT FURTHER RESOLVED by the City Council of the City of Norwalk, Iowa, that the Capital Improvement Project policy as found in "Attachment A" attached hereto and made a part thereof is adopted.

PASSED AND APPROVED, this 18<sup>th</sup> day of June, 2015.

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___

## Attachment A



### *Capital Improvement Project Policy*

The city undertakes capital improvement projects that range in cost and scope. To be considered a “capital project” a project/purchase must have a value greater than \$25,000, not included in a department’s “operating budget”, listed in the budget as a “capital improvement project” and identified as such.

#### **1. CAPITAL PROJECT PROCESS**

##### **a. Project Selection.**

- i. Each project is evaluated on its own merit based on city staff’s assessment of need.
- ii. Individual projects, along with estimated costs from each department, are presented to the City Council and prioritized during planning meetings prior to the formation of the upcoming budget.
- iii. Elected officials review and determine what projects will be undertaken as well as the placement of each project in the future five year Capital Plan.
- iv. Each selected project is then placed in the annual budget.

##### **b. Capital Project Milestones.**

- i. Professional Services Selection.  
If professional services are required on a project, a resolution will be presented to the City Council approving the appropriate professional services to be completed by a consultant and which consultant is recommended to complete the services. The resolution will include the cost to be charged for performing the services.
- ii. Design Services.  
The consultant will assist staff in the assessment of need and the best approach to achieve the desired results in the most cost-effective manner.
- iii. Development of Plans and Specifications.  
Once the overall design has been completed, specifications relating to each project will be developed; as will plans demonstrating the work to be accomplished.

iv. Cost Estimate.

Once the plans have been completed, a detailed cost estimate will be performed based on project quantities and the evaluation of bidding trends, contractor availability in the area market and economic history.

v. Easements.

Should there be need for permanent or temporary easements, the consultant shall identify the location of each and negotiate on the city's behalf a satisfactory easement.

vi. Publication.

Advertisement for bids is prepared with the assistance of the consultant prior to publication.

vii. Contracts.

Contract letting will be held with the consultant in attendance. The consultant will then review each bid and make a recommendation as to the lowest qualified bidder.

1. To contract with a firm, the following steps may need to be taken:

- a. Resolution ordering construction, approval of plans and fixing a date for the public hearing and the taking of bids.
- b. Bid letting. On the identified date in the proceedings resolution and after public notice, bids will be taken and opened at the exact time and place specified in the adopted resolution. In attendance shall be the project consultant, City Clerk, and department head.
- c. Resolution adopting the plans and specifications.
- d. Resolution awarding the contract. Based on a consultant's review of each bid, a recommendation for approval of the lowest *qualified* bidder will be made.
- e. Resolution approving contracts and bonds.

viii. Project Administration.

Depending on the scope of the work to be performed, needed inspections and project lay-out, project administration will be undertaken with the consultant providing a completion statement to the city after work has been completed.

1. Resolution accepting work. Following construction, the city's consultant will provide a letter stating that the contractor has substantially completed the work under the contract terms and whether or not the consultant recommends the city accept the work and finalize payment.

## 2. PROJECT MODIFICATIONS (CHANGE ORDERS)

Changes to the work specified in the plans may take place due to a wide variety of circumstances. Such changes may be addressed as follows:

a. Unit Adjustments within the Approved Bid.

In several cases unit amounts will vary depending on conditions in the field. Such adjustments are verified by the project inspector and the contractor at the time each unit is measured and verified. If the amounts vary 20% above or below the identified amount in the bid documents, a resolution identifying such field adjusted modifications will be presented to the City Council upon completion of the project to establish the final costs.

b. Changes Due to Modifications of the Approved Plans.

Prior to the contractor performing such work, a resolution shall be presented to the City Council for consideration. The project consultant shall prepare and recommend action by the City Council.

c. Changes Impacting Construction Progress or Addressing Conditions of Immediate Need (Administrative Change).

When conditions exist that postponing work to achieve City Council approval is not in the best interest of the project, administrative approval of a change order may be allowed.

i. Project Size and Cost:

This process shall only apply to capital projects with an consultant's estimate of \$200,000 or greater.

ii. Administrative Change Criteria:

1. Administrative changes must meet one of the two tests (postponement of construction progress or immediate need required) in order to qualify for the administrative approval process. *Postponement of construction progress* encompasses an activity that would extend the contract period or preclude the contractor from continuation of work until such change order is approved. To determine if *immediate need* is required, a condition must exist that would impact life safety or cause property damage if not corrected immediately.
2. Administrative changes would be limited to \$20,000 per change order.

iii. Process for Administrative Approval:

1. Project consultant's recommendation:

Should the change order originate with the contractor or the city, the consultant shall provide a recommendation for approval.

2. Department head recommendation:

The department head involved with the project shall provide a recommendation for approval.

3. Approval by the Finance Director (or City Clerk in Director's absence):

The Finance Director (or City Clerk in Director's absence) shall assess the financial standing of the project, take contractor and department head recommendations into account and make a finding that the criteria has been met to make an administrative change before making a determination on whether or not to approve the administrative change.

4. Ratification by the City Council:

At the next available City Council meeting, a resolution will be presented for ratification accompanied with the necessary support material and justification for the administrative change.



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 17  
For Meeting of 6.18.2015

**ITEM TITLE:** Consideration of a resolution approving an updated 28E for Mutual Assistance for Polk County Fire/Rescue Services

**CONTACT PERSON:** Dustin Huston, Fire Chief

**SUMMARY EXPLANATION:**


This 28E is an updated agreement with all Polk County Fire Departments and replaces the 2002 version. The largest discussion took place on billing other entities for higher levels of service and the section that outlined the assisting party invoicing separately for HazMat incidents instead of going through EMA. This is spelled out in Section VII – Compensation.

All changes were discussed and approved through the standard voting process at a series of meetings. Norwalk participated in some meetings and provided written feedback and is comfortable with the 28E as presented to the Council for consideration.

☒ Resolution ☐ Ordinance ☐ Contract ☒ Other (Specify) \_\_\_\_\_

Funding Source: \_\_\_\_\_NA\_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_

  
Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** Approve resolution on a roll call vote.



Resolution No. \_\_\_\_\_

**Resolution approving an updated 28E for mutual assistance  
for Polk County Fire/Rescue Services**

WHEREAS, emergencies and disasters transcend jurisdictional boundaries, making intergovernmental coordination essential in successful emergency response efforts; and,

WHEREAS, there will inevitably be emergencies which require immediate access to outside resources due to the fact that few individual governments have all of the resources they may need in every type of emergency; and,

WHEREAS, an updated 28E with Polk County Fire Departments would replace an agreement that was approved in 2002; and,

WHEREAS, entering into such an agreement is beneficial for the residents of Norwalk; and.

THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, the city hereby adopts the updated 28E agreement with all Polk County Fire Departments, attached hereto.

PASSED AND APPROVED, this 18<sup>th</sup> day of June, 2015.

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___

## **28E AGREEMENT FOR MUTUAL ASSISTANCE**

### **for Polk County Fire/Rescue Services**

**WHEREAS**, the undersigned entities (“Party” or collectively “Parties”) provide fire/rescue services and/or emergency medical services (“Emergency Services”) in Polk County and/or the adjoining counties of Boone County, Dallas County, Story County and Warren County (“adjoining counties”); and

**WHEREAS**, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

**WHEREAS**, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:00 a.m. on December 26, 2003, numbered M025293, and recorded with a number of County Recorders, including Boone, Polk, Story and Warren County (“2002 Agreement”); and

**WHEREAS**, the 2002 Agreement has been in force for thirteen years and should be updated; and

**WHEREAS**, the Parties have a desire to assist each other in time of need; and

**WHEREAS**, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

**WHEREAS**, situations may arise in regard to medical and fire/rescue emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

**WHEREAS**, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

**WHEREAS**, the governing bodies of each party are desirous of entering into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

## **I. Incorporation of Recitals**

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

## **II. Definitions**

- A. Mutual Aid. The assistance of Emergency Services personnel and equipment provided by one Party ("Assisting Party") and requested by the other Party ("Assisted Party") to this Agreement.
- B. Incident Commander. The person who, by virtue of his/her position with the Assisted Party, is responsible for the overall command and direction of the Emergency response activities.
- C. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life and/or property within its jurisdiction. The Parties contemplate an Emergency to involve short duration, defined in hours rather than days.

## **III. Purpose**

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

## **IV. Request for Assistance**

All requests for Mutual Aid in an Emergency shall be made by the Emergency Medical Services Director, Fire Chief or designee of the Assisted Party. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Assisting Party to the Assisted Party shall be at the sole discretion of the Assisting Party. Further, the Assisting Party shall be held harmless by the Assisted Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Assisted Party.

## **V. Authority Over Joint Operations**

The Incident Commander of the Assisted Party shall retain overall control of all Emergency response activities. The ranking supervisor of the Assisting Party shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

## **VI. Liability**

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement. Provided, however, the Assisted Party shall indemnify, defend and hold harmless the Assisting Party where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

## **VII. Compensation**

For fire/rescue services, no Party shall be required to reimburse any other Party for the cost of providing the fire department services set forth in this Agreement. Each Party shall pay its own costs for responding to calls.

The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Assisting Party provides supplemental services or a higher level of medical services than the Assisted Party, such as paramedic services, the Assisted Party may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Assisted Party does not charge for ambulance services, the Assisting Party will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

The Assisting Party may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

#### **VIII. Termination**

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

#### **IX. Effective Date**

This Agreement shall be in full force and effect at 12:01 a.m., July 1, 2015, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to July 1, 2015, the President of the Polk County Fire Chief's Association shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

#### **X. Prior Mutual Assistance Agreements**

This Agreement supersedes the 2002 Agreement in full.

#### **XI. Amendments**

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the then presiding President of the Polk County Fire Chief's Association or President's designee.

**XII. Validity**

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

**XIII. No Separate Entity Created -- Administration**

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

**XIV. No Real or Personal Property**

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

**XV. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

**XVI. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

**28E AGREEMENT FOR MUTUAL ASSISTANCE**  
**for Polk County Fire/Rescue Services**

Participating Jurisdictions

<u>Jurisdiction:</u>	<u>Date Signed:</u>
City of Altoona	_____
City of Ankeny	_____
City of Bondurant	_____
Camp Dodge	_____
Camp Township	_____
City of Carlisle	_____
City of Clive	_____
Delaware Township	_____
City of Des Moines	_____
Des Moines Airport Authority	_____
City of Elkhart	_____
City of Granger	_____
City of Grimes	_____
City of Huxley	_____
City of Indianola	_____
City of Johnston	_____
City of Madrid	_____
City of Maxwell	_____
City of Mitchellville	_____
Northern Warren County Fire Department	_____
City of Norwalk	_____
City of Pleasant Hill	_____
City of Polk City	_____
Saylor Township	_____
City of Slater	_____
City of Urbandale	_____
City of Waukee	_____
City of West Des Moines	_____
City of Windsor Heights	_____

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Altoona**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated



## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Ankeny**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Bondurant**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## 28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

### **Camp Dodge**

\_\_\_\_\_  
Authorized Representative                      Title

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

### **Camp Township**

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Carlisle**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Clive**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

### **Delaware Township**

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Des Moines**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated



## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

### **Des Moines Airport Authority**

\_\_\_\_\_  
Chairperson, Des Moines Airport Authority Board

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Elkhart**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Granger**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

### **City of Grimes**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Huxley**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Indianola**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Johnston**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Madrid**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated



## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Maxwell**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Mitchellville**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

### **Northern Warren County Fire Department**

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

### **City of Norwalk**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Pleasant Hill**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Polk City**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**Saylor Township**

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Slater**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated



## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Urbandale**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of Waukee**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

**City of West Des Moines**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

## **28E AGREEMENT FOR MUTUAL ASSISTANCE for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2015**

### **City of Windsor Heights**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated